

CLERK'S COPY:  
Vol. III  
TRANSCRIPT OF RECORD

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Supreme Court of the United States

OCTOBER TERM, 1938

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No. 772

H. P. HOOD & SONS, INC., AND NOBLE'S MILK  
COMPANY, PETITIONERS,

vs.

THE UNITED STATES OF AMERICA AND HENRY  
A. WALLACE, SECRETARY OF AGRICULTURE

PETITION FOR CERTIORARI FILED MARCH 24, 1939.

CERTIORARI GRANTED MARCH 27, 1939.

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No. 865

E. FRANK BRANON, PETITIONER,

vs.

THE UNITED STATES OF AMERICA AND HENRY  
A. WALLACE, SECRETARY OF AGRICULTURE

PETITION FOR CERTIORARI FILED APRIL 12, 1939.

CERTIORARI GRANTED APRIL 17, 1939.

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ON WRITS OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT  
OF APPEALS FOR THE FIRST CIRCUIT

# UNITED STATES CIRCUIT COURT OF APPEALS FOR THE FIRST CIRCUIT.

OCTOBER TERM, 1938.

No. 3445.

H. P. HOOD & SONS, Inc., ET AL.,  
DEFENDANTS, APPELLANTS,

v.

UNITED STATES OF AMERICA ET AL.,  
PLAINTIFFS, APPELLEES.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES  
FOR THE DISTRICT OF MASSACHUSETTS,  
FROM FINAL DECREE (SWEENEY, J.), MARCH 9, 1939.

## TRANSCRIPT OF RECORD.

VOLUME III.  
REPORT OF SPECIAL MASTER.  
(EXHIBITS APPENDED.)

CHARLES B. RUGG,  
ROPES, GRAY, BOYDEN & PERKINS,  
EDWARD L. MERRILL,  
MERRILL & MERRILL,

*for Appellants.*

HUGH B. COX,  
JAMES C. WILSON,

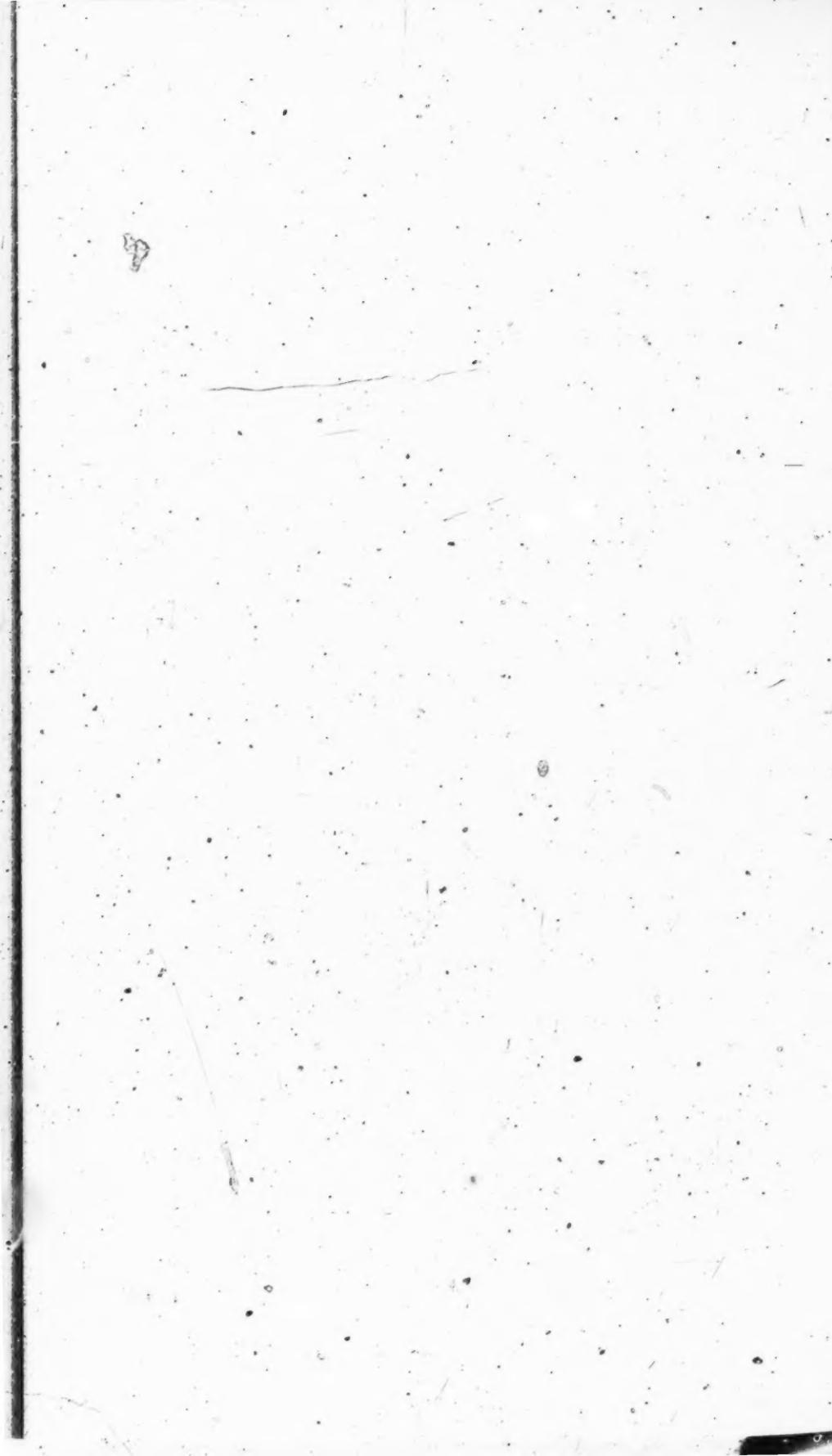
SPECIAL ASSISTANTS TO THE ATTORNEY GENERAL,

*for Appellees.*



TABLE OF EXHIBITS ATTACHED TO MASTER'S REPORT.

Exhibit No.		Reference Paragraph	Printed Page
1, 1a	Creamery Table and Letter	54	1
2-2d, incl.	NED Producer Contracts	59	2
3	NED Cooperative Contract	59	18
4-4d, incl.	NEMPA Producer Contracts	59	25
5	NED Articles and By-Laws	59	48
6	NEMPA Articles and By-Laws	59	57
7	Butter Prices	85	74
8	Meeting of Mass. Milk Control Board	101	76
9-9e, incl.	Four Letters to Handlers	110	91
10	Blended Price Announcements	139	101
11	Municipal Health Regulations	168	156
12	Handlers' Certificates and Licenses	169	156
13	Handlers Excluded from Computations	183	156
14	Form of ballot	195	160
15	Form of ballot	195	161
16	Tabulation from National Index	215	162
17	National Index of Articles Bought	215	164
18	Wholesale Milk Prices, 1909-1936	216	201
19	Hood Bill	235	210
20	Hood Plant Notices	242	210
21	Tabulation, Hood and Blended Prices	242	227
22	Noble's Plant Notices	244	227
23	Tabulation, Noble's and Blended Prices	244	244
24	Tabulation, Branon Milk	246	244
25	Whiting Bill	260	245
26	Whiting Plant Notices	261	245
27	Tabulation, Whiting and Blended Prices	261	255
28	A. J. Robinson (Mountainview Creamery) Bill	275	255
29	W. P. Elliott Co. Bill	323	255



In the District Court of the United States  
for the District of Massachusetts

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No. 4519

UNITED STATES ET AL.

v.

H. P. HOOD & SONS, INC., AND NOBLE'S MILK COMPANY

---

No. 4520

SAME v. THE WHITING MILK COMPANY

---

No. 4521

SAME v. W. P. ELLIOTT COMPANY

---

No. 4522

SAME v. GREEN VALLEY CREAMERY, INC.

---

No. 4529

SAME v. F. W. LAROE AND JOHN E. BURR

---

No. 4530

SAME v. A. J. ROBINSON

---

No. 4539

SAME v. WHITCOMB FARMS, INC.

---

No. 4540

SAME v. A. J. McNEIL & SONS

---

No. 4543

SAME v. WM. T. JONES COMPANY

---

No. 4544

SAME v. WESTWOOD FARM MILK COMPANY

---

No. 4550

SAME v. MASON'S CREAMERY COMPANY



## EXHIBIT 1.

### VERMONT AGRICULTURAL REPORT

#### SUMMARY OF VERMONT DAIRY STATISTICS SHOWING DISTRIBUTION OF PRODUCT 1935.

	Number of Plants	Pounds	%
Fluid Milk Shipped	90	462,021,281	44.48
Fluid Milk Made Into Cheddar Cheese	8	7,616,363	.73
Fluid Milk Made Into Sweet Cream Shipped	69	496,450,800	47.80
Fluid Milk Made Into Cream Sold Lo- cally	27	6,661,325	.65
Fluid Milk Made Into Ice Cream and Ice Cream Mix	3	1,822,150	.18
Fluid Milk Made Into Butter	36	55,906,375	5.38
Fluid Milk Sold Locally	27	7,496,696	.72
Fluid Milk Made Into Cream Cheese and Other Varieties of Soft Cheese	2	392,668	.04
Fluid Milk Condensed and Evaporated	2	184,829	.02
Total Fluid Milk Distribution		1,038,552,487	100.00
Skim Shipped	35	48,319,071	
Skim Made Into Casein	37	135,155,727	
Skim Condensed and Evaporated	7	63,372,695	
Skim Made Into Powder	7	56,738,331	
Skim Made Into Cottage and Soft Cheese	10	6,183,156	
Skim Returned to Farmers	32	62,890,135	
Skim Otherwise Utilized	8	17,719,558	

## EXHIBIT 1a.

January 10, 1928

Mr. David Greer,  
11 Beacon Street,  
Boston, Mass.

Dear Sir:

In connection with the percentage distribution of milk and cream receipts in Vermont for the various years as published on page 58 of the 18th Biennial Report of the Commissioner of Agriculture, State of Vermont, for 1935-36, the

## Exhibits

correct figures for 1935 will be found on page 56 and not as erroneously reported on page 58 of the same report.

H. E. BREMER  
Creamery Inspector.

### EXHIBIT 2.

#### NEW ENGLAND DAIRIES, INC.

#### Membership Agreement

WHEREAS, New England Dairies, Inc. hereinafter called Association, is a cooperative Association duly organized under the Cooperative Marketing Act of the State of Vermont, having its principal place of business in Barre in said State, said Association having been organized for the purpose of minimizing speculation and waste in the marketing of dairy products and for the further purpose of performing services for producers of dairy products in connection with the production, marketing, selling, manufacture and other utilization of milk and milk products, and

WHEREAS, the undersigned is a producer of dairy products and desires to avail himself of the services of said Association for the marketing or other utilization thereof;

Therefore, in consideration of the mutual covenants herein contained, it is hereby agreed between said Association on the one hand, and the producer, hereinafter called Member, on the other hand as follows:

1. Member by the execution of this agreement agrees to become a member of Association and when said Association's Articles of Incorporation and By-laws shall have been amended to provide for individual producer memberships, shall be admitted as a member and shall be bound by the by-laws, rules and regulations of the Association as the same may from time to time be in effect.

2. Member hereby appoints Association as the sole and exclusive agent to sell or otherwise market all milk and cream owned and/or controlled by Member during the

period of this agreement except such as is retained for consumption on the premises where produced or is released by the Association. Member grants to Association full power and authority to sell such milk and cream in its own name to such parties and at such prices, terms and conditions as Association shall determine.

3. The Member agrees that said milk or cream shall be delivered at such plants, shipping stations, or other places as Association shall from time to time direct, it being agreed that said milk or cream shall be produced, kept and delivered under sanitary conditions in conformity with Association requirements and the laws and Board of Health rules and regulations of the state and locality where such milk is produced and marketed.

4. The Member hereby grants to Association full power and authority to collect in its name all monies due or to become due to the Member for milk or milk products marketed by Member. Association may, at its own election, authorize the dealer to whom said milk or milk products are sold to remit in whole or in part directly to Member. A copy of this agreement certified to by the authorized agent of Association shall constitute authority to the dealer to pay for products sold to said dealer as Association may from time to time direct.

5. Association agrees that it will sell said milk or cream together with the milk or cream of other members and that it will pay Member the proceeds received from the sale of said milk or cream ratably less costs of handling, operations, supervision, "New England Dairymen", (for which Member hereby subscribes) and other costs and expenses of conducting the business and operations of Association including such amounts as may be set aside as reserves for capital and other purposes and as determined by the Board of Directors. For the purpose of creating special funds to be used to build or otherwise acquire plant and equipment at ..... in the State ..... Association may withhold from the amounts due Member hereunder over a

period of three years such additional sum as may be necessary to provide from Member and other members delivering milk at said . . . . . forty percentum (40%) of the cost of such plant and equipment. The total amount of the special deductions authorized by this section may equal but not exceed the amount of the note given by the Member. After the close of each fiscal year Member shall receive a certificate in such form and on such terms and conditions as the Board of Directors of Association may from time to time determine evidencing monies contributed to said special funds and establishing Member's prior interest in said plant and equipment. The Board of Directors shall have the right to establish equitable differentials with respect to grades, quality, quantity, location and variation in amount of product delivered.

6. In event that the Member and other members delivering milk to the plant acquired under the provisions of paragraph five (5) hereof shall form a cooperative association which shall desire to purchase said plant and equipment, Association agrees that it will sell such plant and equipment to said cooperative association at a price not exceeding the cost of said plant and equipment including the cost of any improvement and additions thereto, provided that if said cooperative association shall exercise its rights to purchase said plant and equipment within the period of three years from the effective date hereof, said cooperative association shall simultaneously with such sale enter into a marketing agreement with Association upon the same terms and conditions as are contained in the marketing agreements between Association and its other cooperative association members for such period as shall remain between the date of the exercise of said right and the date of expiration of three years from the effective date hereof.

7. Inasmuch as the remedy at law would be inadequate and inasmuch as it is impracticable and extremely difficult to determine the actual damage resulting to Association, should the Member fail to deliver milk and cream in accordance with the terms hereof, regardless of the cause of such

failure, Member hereby agrees to pay to Association for all milk and cream delivered or disposed of by or for him, other than in accordance with the terms hereof, the sum of five (50) cents per hundredweight of milk or its equivalent as liquidated damages for the breach of this agreement; the parties agreeing that this agreement is one of a series substantially identical in terms and dependent for its true value upon the adherence of each and all of the contracting parties to each and all of the said agreements, but the cancellation of this agreement or the failure of Member to comply therewith shall not affect other similar agreements.

8. This agreement shall become effective when in the determination of the Board of Directors of Association. . . . percent of the producers delivered . . . . percent of the milk at the . . . . plant of . . . . during the twelve months ending November 30, 1936, shall execute agreements similar hereto and shall be continuous in its operation subject to any limitations imposed by law unless cancelled and terminated on the 1st day of March in any calendar year after 1940 upon written notice of intention to so cancel given by either party to the other between the 1st and 15th day of December next preceding.

9. This agreement shall supersede and terminate all contracts, agreements, or arrangements, heretofore made by Member with respect to the sale of his milk or cream, subject however, to existing contracts with other parties which Member hereby agrees not to renew and to terminate at the earliest possible date.

In WITNESS WHEREOF, parties hereto have executed this  
agreement this      day of      193

## NEW ENGLAND DAIRIES, INC.

Member ..... By .....  
Address ..... Shipping Station .....

In behalf of the committee it is agreed that this contract shall be held in the hands of the committee until at least two other Hood plants are ready to carry through a similar

## Exhibits

plant-ownership-program, or until 75% of the milk covered by this contract agrees to proceed with a plan approved and adopted by them.

JERRY MARTIN, Chairman

NORMAN HUNTER, Secretary,

Lancaster Milk Producers' Committee

\$..... Place Date 1937

On demand after date I promise to pay to New England Dairies, Inc. or order Dollars with

Interest at the rate of four per cent (4%) per annum.

Value received.

Payable at Springfield Bank of Cooperatives

Springfield, Massachusetts

Name .....

Address .....

---

**EXHIBIT 2a.**

**LISBON RIDER**

The Member signs upon condition that New England Dairies shall operate a receiving plant at Lisbon for accommodation of Member, for which Member shall pay 3¢ per hundredweight. Type of receiving plant to be later determined by New England Dairies and North Haverhill Committee.

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**EXHIBIT 2b.**

**NEW ENGLAND DAIRIES, INC.**

**Membership Agreement**

WHEREAS, New England Dairies, Inc. hereinafter called Association, is a cooperative association duly organized

under the Cooperative Marketing Act of the State of Vermont, having its principal place of business in Barre in said State, said Association having been organized for the purpose of minimizing speculation and waste in the marketing of dairy products and for the further purpose of performing services for producers of dairy products in connection with the production, marketing, selling, manufacture and other utilization of milk and milk products, and

WHEREAS, the undersigned is a producer of dairy products and desires to avail himself of the services of said Association for the marketing or other utilization thereof:

Therefore, in consideration of the mutual covenants herein contained, it is hereby agreed between said Association on the one hand and the producer, hereinafter called Member, on the other hand as follows:

1. Member by the execution of this agreement agrees to become a member of Association and when said Association's Articles of Incorporation and By-laws shall have been amended to provide for individual producer membership, shall be admitted as a member and shall be bound by the by-laws, rules and regulations of the Association as the same may from time to time be in effect.

2. Member hereby appoints Association as the sole and exclusive agent to sell or otherwise market all milk or cream owned and/or controlled by Member during the period of this agreement except such as is retained for consumption on the premises where produced or is released by the Association. Member grants to Association full power and authority to sell such milk and cream in its own name to such parties and at such prices, terms and conditions as Association shall determine.

3. The Member agrees that said milk or cream shall be delivered at such plants, shipping stations, or other places as Association shall from time to time direct, it being agreed that said milk or cream shall be produced, kept and delivered under sanitary conditions in conformity with Association requirements and the laws and Board of Health rules, and

regulations of the state and locality where such milk is produced and marketed.

4. The Member hereby grants to Association full power and authority to collect in its name all monies due or to become due to the Member for milk or milk products marketed by Member. Association may, at its own election, authorize the dealer to whom said milk or milk products are sold to remit in whole or in part directly to Member. A copy of this agreement certified to by the authorized agent of Association shall constitute authority to the dealer to pay for products sold to said dealer as Association may from time to time direct.

5. Association agrees that it will sell milk or cream together with the milk or cream of other members and that it will pay Member the proceeds received from the sale of said milk or cream ratably less costs of handling, operations, supervision, "New England Dairymen", (for which Member hereby subscribes) and other costs and expenses of conducting the business and operations of Association including such amounts as may be set aside as reserves for capital and other purposes and as determined by the Board of Directors. For the purpose of creating special funds to be used to build or otherwise acquire plant and equipment at ..... in the State of ..... Association may withhold from the amounts due Member hereunder over a period of three years such additional sum as may be necessary to provide from Member and other members delivering milk at said ..... forty percentum (40%) of the cost of such plant and equipment. After the close of each fiscal year Member shall receive a certificate in such form and on such terms and conditions as the Board of Directors of Association may from time to time determine evidencing monies contributed to said special funds and establishing Member's prior interest in said plant and equipment. The Board of Directors shall have the right to establish equitable differentials with respect to grades, quality, quantity, location and variation in amount of product delivered.

6. In event that the Member and other members delivering milk to the plant acquired under the provisions of paragraph five (5) hereof shall form a cooperative association which shall desire to purchase said plant and equipment, Association agrees that it will sell such plant and equipment to said cooperative association at a price not exceeding the cost of said plant and equipment including the cost of any improvement and additions thereto, provided that if said cooperative association shall exercise its right to purchase said plant and equipment within the period of three years from the effective date hereof, said cooperative association shall simultaneously with such sale enter into a marketing agreement with Association upon the same terms and conditions as are contained in the marketing agreements between Association and its other cooperative association members for such period as shall remain between the date of the exercise of said right and the date of expiration of three years from the effective date hereof.

7. Inasmuch as the remedy at law would be inadequate and inasmuch as it is impracticable and extremely difficult to determine the actual damage resulting to Association, should the Member fail to deliver milk and cream in accordance with the terms hereof, regardless of the cause of such failure, Member hereby agrees to pay to Association for all milk and cream delivered or disposed of by or for him, other than in accordance with the terms hereof, the sum of fifty (50) cents per hundredweight of milk or its equivalent as liquidated damages for the breach of this agreement; the parties agreeing that this agreement is one of a series substantially identical in terms and dependent for its true value upon the adherence of each and all of the contracting parties to each and all of the said agreements, but the cancellation of this agreement or the failure of Member to comply therewith shall not affect other similar agreements.

8. This agreement shall become effective when in the determination of the Board of Directors of Association producers who delivered . . . . . jugs of milk average per day at the Colebrook, New Hampshire, plants of the H. P. Hood

& Sons, Inc., and the Whiting Milk Cos., during the twelve months ending November 30, 1936 shall execute agreements similar hereto and shall be continuous in its operation subject to any limitations imposed by law unless cancelled and terminated on the 1st day of March in any calendar year after 1940 upon written notice of intention to so cancel given by either party to the other between the 1st and 15th day of December next preceding.

9. This agreement shall supersede and terminate all contracts, agreements, or arrangements, heretofore made by Member with respect to the sale of his milk or cream, subject however, to existing contracts with other parties which Member hereby agrees not to renew and to terminate at the earliest possible date.

IN WITNESS WHEREOF, parties hereto have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 193\_\_\_\_\_.

NEW ENGLAND DAIRIES, INC.  
Member ..... By .....  
Address ..... Shipping Station .....

---

### EXHIBIT 2c.

#### NEW ENGLAND DAIRIES, INC.

#### Membership Agreement

WHEREAS, New England Dairies, Inc. hereinafter called Association, is a cooperative Association duly organized under the Cooperative Marketing Act of the State of Vermont, having its principal place of business in Barre in said State, said Association having been organized for the purpose of minimizing speculation and waste in the marketing of dairy products and for the further purpose of performing services for producers of dairy products in connection with the production, marketing, selling, manufacture and other utilization of milk and milk products, and

WHEREAS, the undersigned is a producer of dairy products and desires to avail himself of the services of said Association for the marketing or other utilization thereof:

Therefore, in consideration of the mutual covenants herein contained, it is hereby agreed between said Association on the one hand, and the producer, hereinafter called Member, on the other hand as follows:

1. Member by the execution of this agreement agrees to become a member of Association and when said Association's Articles of Incorporation and By-laws shall have been amended to provide for individual producer memberships, shall be admitted as a member and shall be bound by the by-laws, rules and regulations of the Association as the same may from time to time be in effect.

2. Member hereby appoints Association as the sole and exclusive agent to sell or otherwise market all milk or cream owned and/or controlled by Member during the period of this agreement except such as is retained for consumption on the premises where producer is released by the Association. Member grants to Association full power and authority to sell such milk and cream in its own name to such parties and at such prices, terms and conditions as Association shall determine.

3. The Member agrees that said milk or cream shall be delivered at such plants, shipping stations, or other places as Association shall from time to time direct, it being agreed that said milk or cream shall be produced, kept and delivered under sanitary conditions in conformity with Association requirements and the laws and Board of Health rules and regulations of the state and locality where such milk is produced and marketed.

4. The Member hereby grants to Association full power and authority to collect in its name all monies due or to become due to the Member for milk or milk products marketed by Member. Association may, at its own election, authorize the dealer to whom said milk or milk products are sold to remit in whole or in part directly to Member. A copy of this agreement certified to by the authorized agent

of Association shall constitute authority to the dealer to pay for products sold to said dealer as Association may from time to time direct.

5. Association agrees that it will sell said milk or cream together with the milk or cream of other members and that it will pay Member the proceeds received from the sale of said milk or cream ratably less costs of handling, operations, supervision, "New England Dairyman", (for which Member hereby subscribes) and other costs and expenses of conducting the business and operations of Association including such amounts as may be set aside as reserves for capital and other purposes and as determined by the Board of Directors. For the purpose of creating special funds to be used to build or otherwise acquire plant and equipment at North Haverhill in the State of New Hampshire Association may withhold from the amounts due Member hereunder over a period of three years such additional sum as may be necessary to provide from Member and other members delivering milk at said North Haverhill forty percentum (40%) of the cost of such plant and equipment. The total amount of the special deductions authorized by this section may equal but not exceed the amount of the note given by the Member. After the close of each fiscal year Member shall receive a certificate in such form and on such terms and conditions as the Board of Directors of Association may from time to time determine evidencing monies contributed to said special funds and establishing Member's prior interest in said plant and equipment. The Board of Directors shall have the right to establish equitable differentials with respect to grades, quality, quantity, location and variation in amount of product delivered.

6. In event that the Member and other members delivering milk to the plant acquired under the provisions of paragraph five (5) hereof shall form a cooperative association which shall desire to purchase said plant and equipment, Association agrees that it will sell such plant and equipment to said cooperative association at a price not exceeding the cost of said plant and equipment including the cost of any

improvement and additions thereto, provided that if said cooperative association shall exercise its rights to purchase said plant and equipment within the period of three years from the effective date hereof, said cooperative association shall simultaneously with such sale enter into a marketing agreement with Association upon the same terms and conditions as are contained in the marketing agreements between Association and its other cooperative association members for such period as shall remain between the date of the exercise of said right and the date of expiration of three years from the effective date hereof.

7. Inasmuch as the remedy at law would be inadequate and inasmuch as it is impracticable and extremely difficult to determine the actual damage resulting to Association, should the Member fail to deliver milk and cream in accordance with the terms hereof, regardless of the cause of such failure, Member hereby agrees to pay to the Association for all milk and cream delivered or disposed of by or for him, other than in accordance with the terms hereof, the sum of fifty (50) cents per hundred weight of milk or its equivalent as liquidated damages for the breach of this agreement; the parties agreeing that this agreement is one of a series substantially identical in terms and dependent for its true value upon the adherence of each and all of the contracting parties to each and all of the said agreements, but the cancellation of this agreement or the failure of Member to comply therewith shall not affect other similar agreements.

8. This agreement shall become effective when in the determination of the Board of Directors of Association 70 percent of the producers delivered 80 percent of the milk at the North Haverhill plant of Hood Inc. during the period October 15-31, 1936 shall execute agreements similar hereto and shall be continuous in its operation subject to any limitations imposed by law unless cancelled and terminated on the 1st day of March in any calendar year after 1940 upon written notice of intention to so cancel given by either party to the other between the 1st and 15th of December next preceding.

9. This agreement shall supersede and terminate all contracts, agreements, or arrangements, heretofore made by Member with respect to the sale of his milk or cream, subject however, to existing contracts with other parties which Member hereby agrees not to renew and to terminate at the earliest possible date.

IN WITNESS WHEREOF, parties hereto have executed this agreement this      day of      1937:

NEW ENGLAND DAIRIES, INC.  
Member ..... By ..... President  
Shipping  
Address ..... Station .....

In behalf of the committee it is agreed that this contract shall be held in the hands of the committee until at least two other Hood plants are ready to carry through a similar plant-ownership-program, or until 75% of the milk covered by this contract agrees to proceed with a plan approved and adopted by them.

CLYDE DARLING, Chairman,  
H. K. DAVISON, Secretary,  
No. Haverhill Milk  
Producers' Committee

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#### EXHIBIT 2d.

#### NEW ENGLAND DAIRIES, INC.

#### Membership Agreement

WHEREAS, New England Dairies, Inc., hereinafter called Association, is a cooperative Association duly organized under the Cooperative Marketing Act of the State of Vermont, having its principle place of business in Barre in said State, said Association having been organized for the purpose of minimizing speculation and waste in the marketing of dairy products and for the further purpose of performing

services for producers of dairy products in connection with the production, marketing, selling, manufacture and other utilization of milk and milk products, and

WHEREAS, the undersigned is a producer of dairy products and desires to avail himself of the services of said Association for the marketing or other utilization thereof:

Therefore, in consideration of the mutual covenants herein contained, it is hereby agreed between said Association on the one hand, and the producer, hereinafter called Member, on the other hand as follows:

1. Member by the execution of this agreement agrees to become a member of Association and when said Association's Articles of Incorporation and By-laws shall have been amended to provide for individual producer memberships, shall be admitted as a member and shall be bound by the by-laws, rules and regulations of the Association as the same may from time to time be in effect.

2. Member hereby appoints Association as the sole and exclusive agent to sell or otherwise market all milk or cream owned and/or controlled by Member during the period of this agreement except such as is retained for consumption on the premises where produced or is retained for consumption on the premises where produced or is released by the Association. Member grants to Association full power and authority to sell such milk and cream in its own name to such parties and at such prices, terms and conditions as Association shall determine.

3. The Member agrees that said milk or cream shall be delivered at such plants, shipping stations, or other places as Association shall from time to time direct, it being agreed that said milk or cream shall be produced, kept and delivered under sanitary conditions in conformity with Association requirements and the laws and Board of Health rules and regulations of the state and locality where such milk is produced and marketed.

4. The Member hereby grants to Association full power and authority to collect in its name all monies due or to become due to the Member for milk or milk products marketed

by Member. Association may, at its own election, authorize the dealer to whom said milk or milk products are sold to remit in whole or in part directly to Member. A copy of this agreement certified to by the authorized agent of Association shall constitute authority to the dealer to pay for products sold to said dealer as Association may from time to time direct.

5. Association agrees that it will sell said milk or cream together with the milk or cream of other Members and that it will pay Member the proceeds received from the sale of said milk or cream retably less costs of handling, operations, supervision, "New England Dairyman," (for which Member hereby subscribes) and other costs and expenses of conducting the business and operations of Association including such amounts as may be set aside as reserves for capital and other purposes all as determined by the Board of Directors. For the purpose of creating special funds to be used to build or otherwise acquire plant and equipment at Waterbury in the State of Vermont, Association may withhold from the amounts due Member hereunder over a period of three years such additional sum as may be necessary to provide from Member and other members delivering milk at said Waterbury forty percentum (40%) of the cost of such plant and equipment. After the close of each fiscal year Member shall receive a certificate in such form and on such terms and conditions as the Board of Directors of Association may from time to time determine evidencing monies contributed to said special funds and establishing Member's prior interest in said plant and equipment. The Board of Directors shall have the right to establish equitable differentials with respect to grades, quality, quantity, location and variation in amount of product delivered.

6. In event that the Member and other members delivering milk to the plant acquired under the provisions of paragraph five (5) hereof shall form a cooperative association which shall desire to purchase said plant and equipment, Association agrees that it will sell such plant and equipment

to said cooperative association at a price equal to the appraised value of such plant and equipment as determined by the Board of Directors of Association, but not exceeding the cost of said plant and equipment including the cost of any improvement and additions thereto, provided that said cooperative association shall simultaneously with such sale enter into a marketing agreement with Association upon the same terms and conditions as are contained in the marketing agreements between Association and its other cooperative association members.

7. Inasmuch as the remedy at law would be inadequate and inasmuch as it is impracticable and extremely difficult to determine the actual damage resulting to Association, should the Member fail to deliver milk and cream in accordance with the terms hereof, regardless of the cause of such failure, Member hereby agrees to pay to Association for all milk and cream delivered or disposed of by or for him, other than in accordance with the terms hereof, the sum of fifty (50) cents per hundred weight of milk or its equivalent as liquidated damages for the breach of this agreement; the parties agreeing that this agreement is one of a series substantially identical in terms and dependent for its true value upon the adherence of each and all of the contracting parties to each and all of the said agreements, but the cancellation of this agreement or the failure of Member to comply therewith shall not affect other similar agreements.

8. This agreement shall be continuous in its operation subject to any limitations imposed by law unless cancelled and terminated on the 1st day of March in any calendar year after 1940 upon written notice of intention to so cancel given by either party to the other between the 1st and 15th day of December next preceding.

9. This agreement shall supersede and terminate all contracts, agreements, or arrangements, heretofore made by Member with respect to the sale of his milk or cream, subject however, to existing contracts with other parties which Member hereby agrees not to renew and to terminate at the earliest possible date.

IN WITNESS WHEREOF, parties hereto have executed this agreement this day of 1933.

NEW ENGLAND DAIRIES, INC.

Member ..... By .....  
Address ..... Shipping Station .....

---

**EXHIBIT 3.**

NEW ENGLAND DAIRIES, INC.

**Marketing Contract**

This agreement is made this 29 day of May, 1933 by and between the New England Dairies, Inc., a co-operative corporation organized under the laws of the state of Vermont and having a usual place of business in Boston, Commonwealth of Massachusetts, the party of the first part herein-after called the "Central Agency" and New England Milk Producers Association a co-operative association organized under the laws of the state of Massachusetts having a usual place of business at Boston, Massachusetts in said state hereafter called the "Member Association."

Whereas the said Member Association in an effort to secure better results in the economical production, marketing and distribution of dairy products, thereby protecting and stabilizing the currents of inter-state, as well as intra-state commerce, preventing inefficiency and wasteful methods of distribution, and preventing and controlling seasonal and local surpluses and shortages by the more effective organization of marketing agencies, under the control of producers, and the co-operatives owned by them, and in accordance with the general policies and principles prescribed by the Congress of the United States in the first section of "Agricultural Marketing Act" approved June 15, 1929, has co-operated in the organization of the New England Dairies, Inc., a co-operative corporation organized under the laws of

the state of Vermont and hereinafter called the Central Agency, said parties agree as follows:

1. In consideration of the premises aforesaid and the mutual covenants and agreements of the parties hereto, and evidenced hereby, the said Member Association hereby agrees to and does hereby make, constitute and appoint the said Central Agency its sole and exclusive agent for the sale, or marketing or other disposition of all the milk and cream subject to its control. Nothing herein contained shall be construed as in derogation of the rights of the membership of the Member Association under its respective contracts with its respective members—and subject to this limitation said Member Association agrees to consign to or to have consigned daily to said Central Agency, or in accordance, with its instruction, from time to time, all milk or cream produced on the farms of its members respectively and subject to its orders under its standard membership contracts. Member Association agrees that said milk and cream shall be delivered at such points and to such plants or other places as Central Agency shall from time to time designate.

Said Member Association hereby covenants and agrees that it is now organized and operated and will continue to be organized and operated in conformity with the provisions of the "Capper-Volstead Act" so called, being "an act of Congress to authorize association of producers of agricultural products" approved February 18, 1922. Said Member Association hereby further designates and appoints Central Agency as its agent to handle for it and on its behalf ~~any~~ or all milk or milk products which it may lawfully handle under said act.

2. It shall be the policy and practice of the Central Agency at all times to provide market preferences for milk and cream originating in the natural New England Milk Shed, when and so long as supplies of milk and cream sufficient to fill New England Milk Shed market requirements are produced and available within New England Milk Shed producing area.

3. The Member Association hereby agrees that the Central Agency shall be empowered to deduct from the proceeds of the sale of all milk or milk products, or to assess the membership according to volume handled, such sums as are necessary to cover the operating expenses of said Central Agency, and to make such other deductions or assessments as are necessary to care for such other expenditures, including expenditures for the acquisition of property, as the Board of Directors of Central Agency by a majority vote of each of its two groups of Directors shall specifically authorize. The Board of Directors of Central Agency shall have the right to establish one rate to be applicable on product delivered to Member Association by producer members of Member Association as fluid milk, and a lower rate to be applicable on product delivered as cream. All said deductions or assessments, however, shall not exceed 10¢ per cwt. of milk or milk equivalent.

4. The Central Agency will forthwith adopt and inaugurate a plan for the equalization of sales of all milk and cream and the proration of receipts therefor among Member Associations with adjustments for differences in grade, quality, location, quantity, and variation in amount of product handled. The Member Association agrees that the milk or other dairy products shall be produced, kept and delivered under sanitary conditions and in conformity with the laws of the States and requirements of the Boards of Health where such products are produced and marketed. The Central Agency shall have the right to reject any milk or other dairy products not conforming to its standards and to establish such equitable differentials for quality as its Board of Directors may from time to time determine. The policy of said Central Agency will be to sell and make contracts to sell all milk offered for sale through it as whole milk at a class price to be governed by the quality and butterfat content of such milk.

5. The said Central Agency agrees with the Member Association to sell and dispose of and to collect for all of the said milk and cream and to remit the proceeds thereof

ratably direct to the producer member consigning it, or at the option of the Member Association of which the producer consignor is a member, to the said Member Association; or at said Member Association's option said Central Agency shall return to the purchaser of said milk and cream the proper proportion of said proceeds to be paid by the said purchaser direct to producer. Such proceeds shall be remitted as herein provided after deducting the charges of the Member Association and the Central Agency for dues or other deductions. Central Agency agrees to remit to Member Association the dues or other deductions accruing to said Member Association on or before the 30th day of the month next succeeding the month when said milk and cream have been delivered.

6. If a Member Association desires to use a portion or all the milk or milk products controlled by said Member Association or to purchase other so-called surplus milk, the Central Agency shall sell such milk or milk products or surplus milk to said Member Association on the same terms and at the same class prices at which it sells such milk, milk products and surplus milk to other buyers with proper adjustments for transportation costs. Said Member Association so purchasing said milk, milk products or surplus milk from the Central Agency shall file with the Central Agency a statement of the utilization of said milk or milk products subject to audit and verification by Central Agency.

7. Prices, terms and conditions under which milk, cream, and surplus milk or the products of surplus milk are to be offered for sale by the Central Agency in each market in which it operates shall be agreed upon and fixed by a committee designated by the Central Agency for that particular market. The committee selected to have jurisdiction of the Greater Boston Market Districts shall consist of three members to be selected by the directors nominated by the New England Milk Producers' Association and three members by the directors nominated by other Member Associations. The committee selected for each of the

markets outside the Greater Boston Market District shall be selected in such manner as the Board of Directors of Central Agency shall designate. Decision as to price, terms and conditions of sale shall be concurred in by a majority of each group of committee members. Committees designated to operate in markets outside the Greater Boston Market District shall be subject to supervision of the Executive Committee of the Central Agency.

8. An operating allowance of not less than 23 $\frac{1}{4}$  cents per hundredweight on all products shipped as fluid milk plus adjustments for use of cans, icing and any processing or manufacturing operations other than cooling which the Central Agency may require, shall be made.

9. Wherever possible, the Central Agency, with the consent of a Member Association and in co-operation with said Member Association, shall bring about savings in freight charges and overhead expenses.

10. The Central Agency shall not interfere with the management, producer contracts, or financial organization of any Member Association.

11. Nothing herein contained shall be construed as affecting the corporate existence, organization or the exercise of the corporate powers of any Member Association party hereto, and nothing herein contained shall be construed as affecting the contracts between a Member Association party hereto and its respective members.

12. Central Agency shall require bond with sufficient surety for the faithful performance of their respective official duties of all officers and employees handling or having authority to handle the property or money of the Central Agency or of Member Association, or to execute notes in its name or draw checks on its bank accounts. The Central Agency agrees to keep true and correct books of account showing clearly and accurately all of the sales and purchases, all of its expenses, all of its receipts and expenditures, all of its debts, all of its assets, and all other of its records, all in detail, and directors of said Central Agency and/or duly authorized representatives of Member Associations or their accountants shall at all reasonable times

have free access to all of said books and accounts, and all invoices, bills of lading, checks, drafts and their supporting papers, vouchers, and memoranda.

13. Inasmuch as this contract is one of a series similar in terms and depending for its true value upon the compliance with its terms by each of its Member Associations, and inasmuch as it is impracticable and extremely difficult to determine the actual damage resulting to the Central Agency should the Member Association fail to deliver its milk and cream in accordance with the terms hereof, the Member Association hereby agrees to pay the Central Agency for all milk and cream delivered or disposed of, by or for it, other than in accordance with the terms hereof, a sum equal to fifty cents per hundredweight of milk or its equivalent as liquidated damages for the breach of this contract, but the cancellation of this contract, or the failure of the Member Association to comply therewith, shall not affect other similar contracts.

14. It is agreed that this contract shall continue in full force and effect for a period of three years from the date when said contract is declared operative and continuously thereafter subject to any limitation imposed by law and may be cancelled by either party by notice in writing to the other between the First and Fifteenth days of December 1936 or any year thereafter and such cancellation shall become effective on the following first day of March, provided however, that if at the date of the notice of cancellation there is outstanding any indebtedness of Central Agency then this contract shall not be cancelled, but shall continue in full force and effect until such time as Member Association shall have paid its fair share of the indebtedness which was outstanding and unpaid on the date of the receipt of the notice of cancellation.

15. Any of the terms, conditions and provisions contained in this agreement may be eliminated, altered or added to by mutual agreement between Central Agency and all Member Associations which are then parties to a contract with Central Agency substantially similar to this contract.

16. It is hereby declared to be the policy of the Central Agency in so far as it may be lawful so to do, to enter into contract with dealers within the New England Milk Shed markets to supply such dealers with their full requirements of milk and cream.

17. The Member Association hereby covenants and agrees that it will forthwith submit and solicit signatures to a commodity contract between itself, Central Agency, and producer member substantially in the form hereto annexed and marked Exhibit 'A', provided, however, that where Member Association now has commodity contracts between itself and its producer members substantially in the form hereto annexed and marked Exhibit 'B' it will forthwith submit to its said producer members and solicit signatures to an amendment to said commodity contracts substantially in the form hereto annexed and marked Exhibit 'C', and in so far as such Member Association may solicit and secure new producer members such new producer members shall be required to sign commodity contracts with such Member Association substantially in the form of Exhibit 'A' hereto attached.

In event all producer members of Member Association have not signed such contracts prior to April 1, 1934, Central Agency shall be authorized and may solicit signatures to such contracts.

IN TESTIMONY WHEREOF the said Member Association and the said Central Agency have caused this contract to be signed in their corporate names by their corporate presidents thereunto duly authorized and their corporate seals to be hereunto annexed the day and year first above written.

NEW ENGLAND DAIRIES, INC.

By E. H. Bancroft

President

NEW ENGLAND MILK PRODUCERS ASSOCIATION

By George R. Little

President

Wendell P. Davis

Clerk

## EXHIBIT 4.

## NEW ENGLAND MILK PRODUCERS' ASSOCIATION

## Membership Agreement

WHEREAS, New England Milk Producers' Association, hereinafter called NEMPA, is an Association of producers of dairy products duly organized under the laws of the Commonwealth of Massachusetts and having its usual place of business in Boston, for the purpose of minimizing speculation and waste in the marketing of dairy products, and for the further purpose of performing services for producers of dairy products in connection with the production, marketing, selling, manufacture, and other utilization of milk and milk products; and whereas the undersigned is a producer of dairy products and desires to avail himself of the services of NEMPA for the marketing or other distribution thereof:

Therefore, in consideration of the mutual covenants herein contained, it is hereby agreed between said NEMPA on the one hand, and the producer, hereinafter called Member, on the other hand as follows:

1. Member by the execution of this agreement by the parties hereto becomes a member of NEMPA and agrees to be bound by the by-laws, rules and regulations of said NEMPA as the same may from time to time be in effect.
2. Member hereby appoints NEMPA as the sole and exclusive agent to sell or otherwise market all milk or cream owned and/or controlled by Member during the life of this agreement, except such as is retained for consumption on the premises where produced, hereby granting to NEMPA full power and authority to sell such milk and cream in its own name to such parties and at such prices, terms and conditions as NEMPA shall consider to be to the best advantage of Member. The Member agrees that said milk or cream shall be delivered at such plants, shipping stations, or other places as NEMPA shall from time to time direct, it being agreed that said milk or cream shall be produced, kept and delivered under sanitary conditions in conformity

with NEMPA requirements and the laws and Board of Health rules and regulations of the state and locality where such milk is produced and marketed; the Member hereby grants to NEMPA full power and authority to collect in its own name all monies due or to become due to the Member for milk or milk products sold or to be sold by NEMPA. NEMPA may, at its own election, authorize the dealer to whom said milk and milk products are sold to remit in whole or in part directly to Member. A copy of this agreement certified to by Clerk or other Authorized Agent of NEMPA shall constitute authority to the dealer to pay for products sold to said dealer as NEMPA may from time to time direct.

3. NEMPA hereby agrees that it will sell said milk or cream to such parties and at such prices, terms and conditions as it considers to be for the best advantage of Member and agrees that it will pay Member the proceeds received from the sale of said milk or cream, less costs of handling, operations, supervision, New England Dairyman, for which Member hereby subscribes, and other costs and expenses of conducting the business and operations of NEMPA as determined by its Board of Directors, including such amounts as may be set aside as reserves. NEMPA shall have the right to establish differentials with respect to grades, quality, distance, and variations in production. NEMPA shall establish the greater Boston market district and such other market districts as it may deem necessary or advisable. With the consent of the Sales Committee of the market district where Member's milk is sold, NEMPA shall have the right to blend proceeds received from sales for the Member with proceeds received from sales for other members in the same district, and to distribute such blended proceeds, less charges as above specified, to Member and other members in the same market district by a uniform method applicable to all said members; grade, distance, quality, quantity, and variation in production considered.

4. With the consent of the Sales Committee of each market district, NEMPA shall have the right to blend the proceeds received from sales for Member with proceeds from sales for other members in other market districts and distribute such blended proceeds, less charges as above specified, to Member and all other members in each market district by a uniform method applicable to all said members; grade, distance, quality, quantity, and variation in production considered.

5. *Property ownership under certain conditions.* For the purpose of creating special funds to be used to build or otherwise acquire such plants and equipment, and to provide such working capital as NEMPA may deem necessary, NEMPA may, upon authorization of the Central Association at a regular or special meeting, due notice of this purpose having been included in the call for such meeting, withhold from the amounts due Member hereunder such sums as NEMPA may deem necessary or advisable for such purposes. After the close of each fiscal year, each Member shall receive a certificate in such form and on such terms and conditions as the Board of Directors of NEMPA may from time to time determine evidencing monies contributed that year to said special funds.

6. Inasmuch as the remedy at law would be inadequate and inasmuch as it is impracticable and extremely difficult to determine the actual damage resulting to NEMPA should the Member fail to deliver milk and cream in accordance with the terms hereof, regardless of the cause of such failure, Member hereby agrees to pay to NEMPA for all milk and cream delivered or disposed of, by or for him, other than in accordance with the terms hereof, the sum of Fifty (50) cents per hundredweight of milk or its equivalent as liquidated damages for the breach of this agreement; all parties agreeing that this agreement is one of a series dependent for its true value upon the adherence of each and all of the contracting parties to each and all of the said agreements, but the cancellation of this agreement or the failure of Member to comply therewith shall not affect other similar agreements.

7. This agreement shall be continuous in its operation unless cancelled and terminated on the 1st day of April in any calendar year upon written notice of intention to so cancel given by either party to the other between the 1st and 15th day of February next preceding.

8. This agreement shall supersede and terminate all contracts, agreements, or arrangements, heretofore made by Member with respect to the sale of his milk or cream, subject however, to existing contracts with other parties which Member hereby agrees not to renew and to terminate at the earliest possible date.

IN WITNESS WHEREOF, parties hereto have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_ 193

NEW ENGLAND MILK PRODUCERS' ASSOCIATION

By ..... President

Address .....

Shipping Station .....

Member ..... [L.S.]

Dealer .....

No. ....

Canvasser Please Print Plainly

Name Producer:—

His P. O. Address:—

Local .....

Producer Delivering To:—

Dealer .....

Shipping Sta. ....

#### EXHIBIT 4a.

NEW ENGLAND MILK PRODUCERS' ASSOCIATION  
NEW ENGLAND DAIRIES, INC.

#### Membership Agreement

WHEREAS, New England Milk Producers' Association, hereinafter called NEMPA, is an Association of producers

of dairy products duly organized under the laws of the Commonwealth of Massachusetts and having its usual place of business in Boston in said Commonwealth, and

WHEREAS, New England Dairies, Inc. hereinafter called Central Agency, is a cooperative Association duly organized under the Cooperative Marketing Act of the State of Vermont, having its principal place of business in Barre in said State, both of said Corporations having been organized for the purpose of minimizing speculation and waste in the marketing of dairy products and for the further purpose of performing services for producers of dairy products in connection with the production, marketing, selling, manufacture and other utilization of milk and milk products, and

WHEREAS, the undersigned is a producer of dairy products and desires to avail himself of the services of the said Associations for the marketing or other utilization thereof:

Therefore, in consideration of the mutual covenants herein contained, it is hereby agreed between said NEMPA on the one hand; and the producer, hereinafter called Member, on the other hand as follows:

1. Member by the execution of this agreement by the parties hereto becomes a member of NEMPA and agrees to be bound by the by-laws, rules and regulations of said NEMPA as the same may from time to time be in effect.
2. Member hereby appoints NEMPA as the sole and exclusive agent to sell or otherwise market all milk or cream owned and/or controlled by Member during the period of this agreement except such as is retained for consumption on the premises where produced or is released by the NEMPA. Member grants to NEMPA full power and authority to sell such milk and cream in its own name to such parties and at such prices, terms and conditions as NEMPA shall consider to be to the best advantage of Member.
3. The Member agrees that said milk or cream shall be delivered at such plants, shipping stations, or other places as NEMPA shall from time to time direct, it being agreed that said milk or cream shall be produced, kept and delivered under sanitary conditions in conformity with NEMPA

requirements and the laws and Board of Health rules and regulations of the state and locality where such milk is produced and marketed.

4. The Member hereby grants to NEMPA full power and authority to collect in its name all monies due or to become due to the Member for milk or milk products sold or to be sold by NEMPA. NEMPA may, at its own election, authorize the dealer to whom said milk or milk products are sold to remit in whole or in part directly to Member. A copy of this agreement certified to by the Clerk or other authorized agent of NEMPA shall constitute authority to the dealer to pay for products sold to said dealer as NEMPA may from time to time direct.

5. NEMPA agrees that it will sell said milk or cream, together with the milk or cream of other members, to such parties and at such prices, terms and conditions as it considers to be for the best advantage of the Member and agrees that it will pay Member the proceeds received from the sale of said milk or cream ratably, less costs of handling, operations, supervision, "New England Dairyman", for which Member hereby subscribes, and other costs and expenses of conducting the business and operations of NEMPA as determined by its Board of Directors, including such amounts as may be set aside as reserves. The Board of Directors of NEMPA shall have the right to establish equitable differentials with respect to grades, quality, quantity, location and variation in amount of product delivered. NEMPA shall establish the greater Boston market district and such other market districts as it may deem necessary or advisable. With the consent of the Sales Committee of the market district where Member's milk is sold, NEMPA shall have the right to blend proceeds received from sales for the Member with proceeds received from sales for other members in the same district, and to distribute such blended proceeds, less charges as above specified, to Member and other members in the same market district by a uniform method, applicable to all said members; grades, location, quality, quantity, and variation in amount of product delivered, considered.

6. With the consent of the Sales Committee of each market district, NEMPA shall have the right to blend the proceeds received from sales for Member with proceeds from sales for other members in other market districts and distribute such blended proceeds, less charges as above specified, to Member and all other members in each market district by a uniform method applicable to all said members; grades, location, quality, quantity, and variation in amount of product delivered, considered.

7. *Property ownership under certain conditions.* For the purpose of creating special funds to be used to build or otherwise acquire such plants and equipment, and to provide such working capital as NEMPA may deem necessary, NEMPA may, upon authorization of the Central Association at a regular or Special meeting, due notice of this purpose having been included in the call for such meeting, withhold from the amounts due Member hereunder such sums as NEMPA may deem necessary or advisable for such purposes. After the close of each fiscal year, each Member shall receive a certificate in such form and on such terms and conditions as the Board of Directors of NEMPA may from time to time determine evidencing monies contributed that year to said special funds.

8. NEMPA agrees that it will market the Member's milk or milk products to or through the Central Agency so long as NEMPA is a member of Central Agency and Central Agency operates as a marketing agency for dairy products; and the Member hereby specifically authorizes the NEMPA to withhold from the amounts otherwise due the Member such amounts as may be necessary to pay to Central Agency member's proportion of the share of NEMPA in said Central Agency's obligations including amounts necessary for the purchase and/or liquidation of properties.

9. So long as NEMPA is obligated under the terms of this contract to market the Member's milk, the rights and obligations of the Member to the NEMPA relative to the Member's financial interest in NEMPA shall be as provided in the by-laws of NEMPA.

10. It is agreed by Member, NEMPA and Central Agency that upon the fulfillment of the conditions hereinafter set forth in this paragraph; the obligation of the Member to market his dairy products as NEMPA shall direct, shall cease; and thereupon Member's obligations created under this contract shall run to Central Agency, and the obligation to market such dairy products by NEMPA shall cease and thereupon Central Agency shall assume such obligations; the conditions hereinbefore referred to being—

a. That in the judgment of the Board of Directors of Central Agency a sufficient proportion of the milk supply of Greater Boston and the principal lesser markets, outside of Connecticut and Rhode Island, is consolidated and in effect controlled by Central Agency to an extent that will make successful operation probable.

b. That the value of the NEMPA's property has been determined in accordance with the method set forth in section 9 of the contract between NEMPA and Central Agency, and Central Agency has made due provision for the purchase or other acquisition of the property of the NEMPA in accordance with the contract between NEMPA and Central Agency.

c. Central Agency has revised its articles of incorporation and by-laws to provide for the equitable interest of Member in Central Agency's assets and to provide for equitable representation of Member in the control and operation of Central Agency.

11. Member expressly agrees that in the event this agreement becomes effective between Central Agency and the Member in accordance with the terms and conditions hereinbefore set forth, Central Agency may for the purpose of creating special funds for the purpose of building or otherwise acquiring such plants and equipment and providing such working capital as Central Agency may deem necessary withhold from the amounts otherwise due Member hereunder such sums not exceeding ten cents per hundred-weight of milk or milk equivalent and for such periods as Central Agency may deem necessary or advisable for such

purposes. The Board of Directors of Central Agency shall have the right to establish one rate of contribution to be applicable on product delivered by Member as fluid milk and a lower rate of contribution to be applicable on product delivered as cream. After the close of each fiscal year, each Member shall receive a certificate in such form and on such terms and conditions as the Board of Directors of Central Agency may from time to time determine evidencing monies contributed that year to said special funds.

12. Inasmuch as the remedy at law would be inadequate and inasmuch as it is impracticable and extremely difficult to determine the actual damage resulting to NEMPA or Central Agency, should the Member fail to deliver milk and cream in accordance with the terms hereof, regardless of the cause of such failure, Member hereby agrees to pay to NEMPA or Central Agency for all milk and cream delivered or disposed of by or for him, other than in accordance with the terms hereof, the sum of fifty (50) cents per hundred-weight of milk or its equivalent as liquidated damages for the breach of this agreement; all parties agreeing that this agreement is one of a series dependent for its true value upon the adherence of each and all of the contracting parties to each and all of the said agreements, but the cancellation of this agreement or the failure of Member to comply therewith shall not affect other similar agreements.

13. This agreement shall be continuous in its operation subject to any limitations imposed by law unless cancelled and terminated on the 1st day of March in any calendar year upon written notice of intention to so cancel given by either party to the other between the 1st and 15th day of December next preceding.

14. This agreement shall supersede and terminate all contracts, agreements, or arrangements, heretofore made by Member with respect to the sale of his milk or cream, subject, however, to existing contracts with other parties which Member hereby agrees not to renew and to terminate at the earliest possible date.

IN WITNESS WHEREOF, parties hereto have executed this agreement this day of 193

NEW ENGLAND MILK PRODUCERS' ASSOCIATION

By ..... President

NEW ENGLAND DAIRIES, INC.

By ..... President

Shipping Station .....

Member .....

Address .....

Dealer .....

N.E.M.P.A — N.E.D.

No. .....

Canvasser Please Print Plainly

Name Producer:—

His P. O. Address:—

Local .....

Producer Delivering To:—

Dealer .....

Shipping Sta. ....

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EXHIBIT 4b.

NEW ENGLAND MILK PRODUCERS' ASSOCIATION

CONSOLIDATED DAIRIES, INC.

Membership Agreement

WHEREAS, New England Milk Producers' Association, hereinafter called NEMPA, is an Association of producers of dairy products duly organized under the laws of the Commonwealth of Massachusetts and having its usual place of business in Boston in said Commonwealth, and

WHEREAS, Consolidated Dairies, Inc. hereinafter called Central Agency, is a cooperative Association duly organized under the Cooperative Marketing Act of the State of Vermont, having its principal place of business in Barre in said

State, both of said Corporations having been organized for the purpose of minimizing speculation and waste in the marketing of dairy products and for the further purpose of performing services for producers of dairy products in connection with the production, marketing, selling, manufacture and other utilization of milk and milk products, and WHEREAS, the undersigned is a producer of dairy products and desires to avail himself of the services of the said Associations for the marketing or other utilization thereof:

Therefore, in consideration of the mutual covenants herein contained, it is hereby agreed between said NEMPA on the one hand, and the producer, hereinafter called Member, on the other hand as follows:

1. Member by the execution of this agreement by the parties hereto becomes a member of NEMPA and agrees to be bound by the by-laws, rules and regulations of said NEMPA as the same may from time to time be in effect.
2. Member hereby appoints NEMPA as the sole and exclusive agent to sell or otherwise market all milk or cream owned and/or controlled by Member during the period of this agreement except such as is retained for consumption on the premises where produced or is released by the NEMPA. Member grants to NEMPA full power and authority to sell such milk and cream in its own name to such parties and at such prices, terms and conditions as NEMPA shall consider to be to the best advantage of Member.
3. The Member agrees that said milk or cream shall be delivered at such plants, shipping stations, or other places as NEMPA shall from time to time direct, it being agreed that said milk or cream shall be produced, kept and delivered under sanitary conditions in conformity with NEMPA requirements and the laws and Board of Health rules and regulations of the state and locality where such milk is produced and marketed.
4. The member hereby grants to NEMPA full power and authority to collect in its name all monies due or to become due to the Member for milk or milk products sold or to be sold by NEMPA. NEMPA may, at its own election, author-

ize the dealer to whom said milk or milk products are sold to remit in whole or in part directly to Member. A copy of this agreement certified to by the Clerk or other authorized agent of NEMPA shall constitute authority to the dealer to pay for products sold to said dealer as NEMPA may from time to time direct.

5. NEMPA agrees that it will sell said milk or cream, together with the milk or cream of other members, to such parties and at such prices, terms and conditions as it considers to be for the best advantage of the Member and agrees that it will pay Member the proceeds received from the sale of said milk or cream ratably, less costs of handling, operations, supervision, "New England Dairyman", for which Member hereby subscribes, and other costs and expenses of conducting the business and operations of NEMPA as determined by its Board of Directors, including such amounts as may be set aside as reserves. The Board of Directors of NEMPA shall have the right to establish equitable differentials with respect to grades, quality, quantity, location and variation in amount of product delivered. NEMPA shall establish the greater Boston market district and such other market districts as it may deem necessary or advisable. With the consent of the Sales Committee of the market district where Member's milk is sold, NEMPA shall have the right to blend proceeds received from sales for the Member with proceeds received from sales for other members in the same district, and to distribute such blended proceeds, less charges as above specified, to Member and other members in the same market district by a uniform method applicable to all said members; grades, quality, quantity, location, and variation in amount of product delivered, considered.

6. With the consent of the Sales Committee of each market district, NEMPA shall have the right to blend the proceeds received from sales for Member with proceeds from sales for other members in other market districts and distribute such blended proceeds, less charges as above specified, to Member and all other members in each market

district by a uniform method applicable to all said members; grades, quality, quantity, location, and variation in amount of product delivered, considered.

7. *Property ownership under certain conditions.* For the purpose of creating special funds to be used to build or otherwise acquire such plants and equipment, and to provide such working capital as NEMPA may deem necessary, NEMPA may, upon authorization of the Central Association at a regular or Special meeting, due notice of this purpose having been included in the call for such meeting, withhold from the amounts due Member hereunder such sums as NEMPA may deem necessary or advisable for such purposes. After the close of each fiscal year, each Member shall receive a certificate in such form and on such terms and conditions as the Board of Directors of NEMPA may from time to time determine evidencing monies contributed that year to said special funds.

8. NEMPA agrees that it will market the Member's milk or milk products to or through the Central Agency, or such other agency as it may designate to act for it, so long as NEMPA is a member of Central Agency and Central Agency operates as a marketing agency for dairy products; and the Member hereby specifically authorizes the NEMPA to withhold from the amounts otherwise due the Member such amounts as may be necessary to pay to Central Agency member's proportion of the share of NEMPA in said Central Agency's obligations including amounts necessary for the purchase and/or liquidation of properties; and NEMPA is hereby expressly authorized to empower Central Agency to perform the marketing services through such agency or instrumentality as Central Agency may determine.

9. Inasmuch as the remedy at law would be inadequate and inasmuch as it is impracticable and extremely difficult to determine the actual damage resulting to NEMPA, should the Member fail to deliver milk and cream in accordance with the terms hereof, regardless of the cause of such failure, Member hereby agrees to pay to NEMPA for all milk and cream delivered or disposed of by or for him, other than

in accordance with the terms hereof, the sum of fifty (50) cents per hundredweight of milk or its equivalent as liquidated damages for the breach of this agreement; all parties agreeing that this agreement is one of a series dependent for its true value upon the adherence of each and all of the contracting parties to each and all of the said agreements, but the cancellation of this agreement or the failure of Member to comply therewith shall not affect other similar agreements.

10. This agreement shall be continuous in its operation subject to any limitations imposed by law unless cancelled and terminated on the 1st day of March in any calendar year upon written notice of intention to so cancel given by either party to the other between the 1st and 15th day of December next preceding.

11. This agreement shall supersede and terminate all contracts, agreements, or arrangements, heretofore made by Member with respect to the sale of his milk or cream, subject however, to existing contracts with other parties which Member hereby agrees not to renew and to terminate at the earliest possible date.

IN WITNESS WHEREOF, parties hereto have executed this agreement this day of . . . . . 193

NEW ENGLAND MILK PRODUCERS' ASSOCIATION

By . . . . . President

CONSOLIDATED DAIRIES, INC.

By . . . . . President

Shipping Station . . . . .

Member . . . . .

Address . . . . .

Dealer . . . . .

CONSOLIDATED

No. . . . .

Canvasser Please Print Plainly

Name Producer:—

.....

## His P. O. Address:—

Local .....  
Producer Delivering To:—  
Dealer .....  
Shipping Sta. ....

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## EXHIBIT 4c.

## NEW ENGLAND MILK PRODUCERS' ASSOCIATION

## CONSOLIDATED DAIRIES, INC.

## Membership Agreement

WHEREAS, New England Milk Producers' Association, hereinafter called NEMPA, is an Association of producers of dairy products duly organized under the laws of the Commonwealth of Massachusetts and having its usual place of business in Boston in said Commonwealth, and

WHEREAS, Consolidated Dairies, Inc. hereinafter called Central Agency, is a cooperative Association duly organized under the Cooperative Marketing Act of the State of Vermont, having its principal place of business in Barre in said State, both of said Corporations having been organized for the purpose of minimizing speculation and waste in the marketing of dairy products and for the further purpose of performing services for producers of dairy products in connection with the production, marketing, selling, manufacture and other utilization of milk and milk products, and

WHEREAS, the undersigned is a producer of dairy products and desires to avail himself of the services of the said Associations for the marketing or other utilization thereof:

Therefore, in consideration of the mutual covenants herein contained, it is hereby agreed between said NEMPA on the one hand, and the producer, hereinafter called Member, on the other hand as follows:

1. Member by the execution of this agreement by the parties hereto becomes a member of NEMPA and agrees to

be bound by the by-laws, rules and regulations of said NEMPA as the same may from time to time be in effect.

2. Member hereby appoints NEMPA as the sole and exclusive agent to sell or otherwise market all milk or cream owned and/or controlled by Member during the period of this agreement except such as is retained for consumption on the premises where produced or is released by the NEMPA. Member grants to NEMPA full power and authority to sell such milk and cream in its own name to such parties and at such prices, terms and conditions as NEMPA shall consider to be to the best advantage of Member.

3. The Member agrees that said milk or cream shall be delivered at such plants, shipping stations, or other places as NEMPA shall from time to time direct, it being agreed that said milk or cream shall be produced, kept and delivered under sanitary conditions in conformity with NEMPA requirements and the laws and Board of Health rules and regulations of the state and locality where such milk is produced and marketed.

4. The Member hereby grants to NEMPA full power and authority to collect in its name all monies due or to become due to the Member for milk or milk products sold or to be sold by NEMPA. NEMPA may, at its own election, authorize the dealer to whom said milk or milk products are sold to remit in whole or in part directly to Member. A copy of this agreement certified to by the Clerk or other authorized agent of NEMPA shall constitute authority to the dealer to pay for products sold to said dealer as NEMPA may from time to time direct.

5. NEMPA agrees that it will sell said milk or cream, together with the milk or cream of other members, to such parties and at such prices, terms and conditions as it considers to be for the best advantage of the Member and agrees that it will pay Member the proceeds received from the sale of said milk or cream ratably, less costs of handling, operations, supervision, "New England Dairyman", for which Member hereby subscribes, and other costs and expenses of conducting the business and operations of

NEMPA as determined by its Board of Directors, including such amounts as may be set aside as reserves. The Board of Directors of NEMPA shall have the right to establish equitable differentials with respect to grades, quality, quantity, location and variation in amount of product delivered. NEMPA shall establish the greater Boston market district and such other market districts as it may deem necessary or advisable. With the consent of the Sales Committee of the market district where Member's milk is sold, NEMPA shall have the right to blend proceeds received from sales for the Member with proceeds received from sales for other members in the same district, and to distribute such blended proceeds, less charges as above specified, to Member and other members in the same market district by a uniform method applicable to all said members; grades, location, quality, quantity, and variation in amount of product delivered, considered.

6. With the consent of the Sales Committee of each market district, NEMPA shall have the right to blend the proceeds received from sales for Member with proceeds from sales for other members in other market districts and distribute such blended proceeds, less charges as above specified, to Member and all other members in each market district by a uniform method applicable to all said members; grades, location, quality, quantity, and variation in amount of product delivered, considered.

7. *Property ownership under certain conditions.* For the purpose of creating special funds to be used to build or otherwise acquire such plants and equipment, and to provide such working capital as NEMPA may deem necessary, NEMPA may, upon authorization of the Central Association at a regular or Special meeting, due notice of this purpose having been included in the call for such meeting, withhold from the amounts due Member hereunder such sums as NEMPA may deem necessary or advisable for such purposes. After the close of each fiscal year, each Member shall receive a certificate in such form and on such terms and conditions as the Board of Directors of NEMPA may

from time to time determine evidencing monies contributed that year to said special funds.

8. NEMPA agrees that it will market the Member's milk or milk products to or through the Central Agency so long as NEMPA is a member of Central Agency and Central Agency operates as a marketing agency for dairy products; and the Member hereby specifically authorizes the NEMPA to withhold from the amounts otherwise due the Member such amounts as may be necessary to pay to Central Agency member's proportion of the share of NEMPA in said Central Agency's obligations including amounts necessary for the purchase and/or liquidation of properties; and NEMPA is hereby expressly authorized to empower Central Agency to perform the marketing services through such agency or instrumentality as Central Agency may determine.

9. Inasmuch as the remedy at law would be inadequate and inasmuch as it is impracticable and extremely difficult to determine the actual damage resulting to NEMPA, should the Member fail to deliver milk and cream in accordance with the terms hereof, regardless of the cause of such failure, Member hereby agrees to pay to NEMPA for all milk and cream delivered or disposed of by or for him, other than in accordance with the terms hereof, the sum of fifty (50) cents per hundredweight of milk or its equivalent as liquidated damages for the breach of this agreement; all parties agreeing that this agreement is one of a series dependent for its true value upon the adherence of each and all of the contracting parties to each and all of the said agreements, but the cancellation of this agreement or the failure of Member to comply therewith shall not affect other similar agreements.

10. This agreement shall be continuous in its operation subject to any limitations imposed by law unless cancelled and terminated on the 1st day of March in any calendar year upon written notice of intention to so cancel given by either party to the other between the 1st and 15th day of December next preceding; provided, however, that if at any time prior to the date hereinbefore stated for cancellation of this con-

tract, Consolidated Dairies, Inc., or such other agency as it may designate to act for it, shall for any cause cease to function as a Central Marketing Agency, then this contract shall be null and void.

11. This agreement shall supersede and terminate all contracts, agreements, or arrangements, heretofore made by Member with respect to the sale of his milk or cream, subject however, to existing contracts with other parties which Member hereby agrees not to renew and to terminate at the earliest possible date.

IN WITNESS WHEREOF, parties hereto have executed this agreement this      day of      193      :

NEW ENGLAND MILK PRODUCERS' ASSOCIATION  
By ..... President  
CONSOLIDATED DAIRIES, INC.  
By ..... President  
Shipping Station .....

Member .....  
Address .....  
Dealer .....

**N.E.M.P.A — CONSOLIDATED**

No. ....

Canvasser Please Print Plainly

Name Producer:—

His P. O. Address:—

Local .....

Producer Delivering To:—

Dealer .....

Shipping Sta. ....

## EXHIBIT 4d.

NEW ENGLAND MILK PRODUCERS' ASSOCIATION  
NEW ENGLAND DAIRIES, INC.

## Membership Agreement

WHEREAS, New England Milk Producers' Association, hereinafter called NEMPA, is an Association of producers of dairy products duly organized under the laws of the Commonwealth of Massachusetts and having its usual place of business in Boston in said Commonwealth, and

WHEREAS, New England Dairies, Inc. hereinafter called Central Agency, is a cooperative Association duly organized under the Cooperative Marketing Act of the State of Vermont, having its principal place of business in Barre in said State, both of said Corporations having been organized for the purpose of minimizing speculation and waste in the marketing of dairy products and for the further purpose of performing services for producers of dairy products in connection with the production, marketing, selling, manufacture and other utilization of milk and milk products, and

WHEREAS, the undersigned is a producer of dairy products and desires to avail himself of the services of the said Associations for the marketing or other utilization thereof:

Therefore, in consideration of the mutual covenants herein contained, it is hereby agreed between said NEMPA on the one hand, and the producer, hereinafter called Member, on the other hand as follows:

1. Member by the execution of this agreement by the parties hereto becomes a member of NEMPA and agrees to be bound by the by-laws, rules and regulations of said NEMPA as the same may from time to time be in effect.

2. Member hereby appoints NEMPA as the sole and exclusive agent to sell or otherwise market all milk or cream owned and/or controlled by Member during the period of this agreement except such as is retained for consumption on the premises where produced or is released by the NEMPA. Member grants to NEMPA full power and authority to sell such milk and cream in its own name to such

parties and at such prices, terms and conditions as NEMPA shall consider to be to the best advantage of Member.

3. The Member agrees that said milk or cream shall be delivered at such plants, shipping stations, or other places as NEMPA shall from time to time direct, it being agreed that said milk or cream shall be produced, kept and delivered under sanitary conditions in conformity with NEMPA requirements and the laws and Board of Health rules and regulations of the state and locality where such milk is produced and marketed.

4. The Member hereby grants to NEMPA full power and authority to collect in its name all monies due or to become due to the Member for milk or milk products sold or to be sold by NEMPA. NEMPA may, at its own election, authorize the dealer to whom said milk or milk products are sold to remit in whole or in part directly to Member. A copy of this agreement certified to by the Clerk or other authorized agent of NEMPA shall constitute authority to the dealer to pay for products sold to said dealer as NEMPA may from time to time direct.

5. NEMPA agrees that it will sell said milk or cream, together with the milk or cream of other members, to such parties and at such prices, terms and conditions as it considers to be for the best advantage of the Member and agrees that it will pay Member the proceeds received from the sale of said milk or cream ratably, less costs of handling, operations, supervision, "New England Dairyman", for which Member hereby subscribes, and other costs and expenses of conducting the business and operations of NEMPA as determined by its Board of Directors, including such amounts as may be set aside as reserves. The Board of Directors of NEMPA shall have the right to establish equitable differentials with respect to grades, quality, quantity, location and variation in amount of product delivered. NEMPA shall establish the greater Boston market district and such other market districts as it may deem necessary or advisable. With the consent of the Sales Committee of the market district where Member's milk is sold, NEMPA shall

have the right to blend proceeds received from sales for the Member with proceeds received from sales for other members in the same district, and to distribute such blended proceeds, less charges as above specified, to Member and other members in the same market district by a uniform method applicable to all said members; grades, quality, quantity, location, and variation in amount of product delivered, considered.

6. With the consent of the Sales Committee of each market district, NEMPA shall have the right to blend the proceeds received from sales for Member with proceeds from sales for other members in other market districts and distribute such blended proceeds, less charges as above specified, to Member and all other members in each market district by a uniform method applicable to all said members; grades, quality, quantity, location, and variation in amount of product delivered, considered.

7. *Property ownership under certain conditions.* For the purpose of creating special funds to be used to build or otherwise acquire such plants and equipment, and to provide such working capital as NEMPA may deem necessary, NEMPA may, upon authorization of the Central Association at a regular or Special meeting, due notice of this purpose having been included in the call for such meeting, withhold from the amounts due Member hereunder such sums as NEMPA may deem necessary or advisable for such purposes. After the close of each fiscal year, each Member shall receive a certificate in such form and on such terms and conditions as the Board of Directors of NEMPA may from time to time determine evidencing monies contributed that year to said special funds.

8. NEMPA agrees that it will market the Member's milk or milk products to or through the Central Agency, or such other agency as it may designate to act for it, so long as NEMPA is a member of Central Agency and Central Agency operates as a marketing agency for dairy products; and the Member hereby specifically authorizes the NEMPA to

withhold from the amounts otherwise due the Member such amounts as may be necessary to pay to Central Agency member's proportion of the share of NEMPA in said Central Agency's obligations including amounts necessary for the purchase and/or liquidation of properties; and NEMPA is hereby expressly authorized to empower Central Agency to perform the marketing services through such agency or instrumentality as Central Agency may determine.

9. Inasmuch as the remedy at law would be inadequate and inasmuch as it is impracticable and extremely difficult to determine the actual damage resulting to NEMPA, should the Member fail to deliver milk and cream in accordance with the terms hereof, regardless of the cause of such failure, Member hereby agrees to pay to NEMPA for all milk and cream delivered or disposed of by or for him, other than in accordance with the terms hereof, the sum of fifty (50) cents per hundredweight of milk or its equivalent as liquidated damages for the breach of this agreement; all parties agreeing that this agreement is one of a series dependent for its true value upon the adherence of each and all of the contracting parties to each and all of the said agreements, but the cancellation of this agreement or the failure of Member to comply therewith shall not affect other similar agreements.

10. This agreement shall be continuous in its operation subject to any limitations imposed by law unless cancelled and terminated on the 1st day of March in any calendar year upon written notice of intention to so cancel given by either party to the other between the 1st and 15th day of December next preceding.

11. This agreement shall supersede and terminate all contracts, agreements, or arrangements, heretofore made by Member with respect to the sale of his milk or cream; subject however, to existing contracts with other parties which Member hereby agrees not to renew and to terminate at the earliest possible date.

IN WITNESS WHEREOF, parties hereto have executed this agreement this day of : 193 :

NEW ENGLAND MILK PRODUCERS' ASSOCIATION

By ..... President

NEW ENGLAND DAIRIES, INC.

By ..... President  
Shipping Station .....

Member .....

Address .....

Dealer .....

**NEW ENGLAND DAIRIES**

No. .....

Canvasser Please Print Plainly

Name Producer:—

His P. O. Address:—

Local .....

Producer Delivering To:—

Dealer .....

Shipping Sta. ....

**EXHIBIT 5.**

**NEW ENGLAND DAIRIES, INC.**

**Articles of Incorporation**

As Amended May, 1937

We, the undersigned, being all the incorporators of New England Dairies, Inc., do hereby certify that a meeting for organization of the said association was held at Montpelier, County of Washington, Vermont, on the 27th day of May 1931 by five persons, a majority of whom are residents of Vermont engaged in the production of agricultural products, and we do hereby file the following certificate of organization:

**ARTICLE I—NAME**

The name of this corporation shall be New England Dairies, Inc.

**ARTICLE II—PURPOSES**

Section 1. The purpose of this corporation shall be to create and maintain an organization for the marketing of dairy and/or other farm products; to promote and provide for unity of effort by producers of dairy products and their cooperative associations in the handling, processing, and marketing of milk, and/or other dairy and farm products and to do any and all things conducive to carrying out the general policy of Congress, as stated in the "Agricultural Marketing Act" approved June 15, 1929, (Public #10-71st Congress.)

Sect. 2. This corporation shall enter into contract with its members for the purpose of marketing the farm and dairy products of said members through this organization and its agents, and said contract may provide for the preparation, processing, handling, and marketing of the same.

Sect. 3. This corporation may buy, sell, lease, build, and/or otherwise acquire the necessary property, both real and personal; for the adequate handling, storing, and disposing of farm and dairy products handled by it.

Sect. 4. This corporation may conduct educational work among its members relative to the preparations, processing, handling, and marketing of farm and dairy products.

Sect. 5. This corporation shall not buy or handle the farm and dairy products of other than members in an amount in excess of the value of the products bought, handled, or sold for its members.

Sect. 6. This corporation may borrow money for any of the purposes contemplated without limitation; and to do so may issue its bonds, mortgages, deeds of trust, debentures, notes and other obligations therefor, and to secure the same may pledge, mortgage, or trust deed on the whole or any part of the property belonging to this corporation.

Sect. 7. This corporation may do any or all things herein set forth to the same extent as natural persons may or can do in any market of the world, as principals, agents, contractors, trustees, or otherwise, alone or in company with others. The objects herein specified, except herein limited, should be in no way restricted by reference to or inference from the terms of any other clause or paragraph of these Articles of Incorporation.

Sect. 8. To do anything and everything which may be permitted to be done by corporations organized under the Cooperative Marketing Law of the State of Vermont as fully and completely as if each of said powers were fully set forth herein.

#### ARTICLE III—PRINCIPAL PLACE OF BUSINESS

The principal place of business of this corporation in the State of Vermont shall be at Barre, Vermont, and the principal place of business outside of the State of Vermont shall be in the City of Boston, Massachusetts.

#### ARTICLE IV—PROPERTY RIGHTS OF MEMBERS

This corporation shall be organized without capital stock. The property rights and interest of the members shall be as follows:

After the retirement of all outstanding Certificates of Ownership each member shall be entitled to participate in the assets of the corporation upon a basis determined by the amount of sales of each member through the corporation.

New members may be admitted only by complying with the conditions for membership. Upon admission, new members shall be entitled to share in the property of the corporation in accordance with the rule above stated.

#### ARTICLE V—VOTING RIGHTS

Individual producer members shall be divided into districts according to the plants at which the milk of such members is delivered. The individual members in each district shall meet annually not less than thirty days prior to the date of the annual meeting of the corporation and

shall select one of their number who shall have one vote at the meetings of the corporation as the representative of all such individual members in his district.

Each association member of the corporation except the New England Milk Producers' Association shall be entitled to one vote and only one vote at all meetings of the corporation. The New England Milk Producers' Association shall be entitled to five votes.

Members of this corporation shall have the right to vote in person or by alternate only, and shall not be entitled to vote by proxy or otherwise.

#### ARTICLE VI—DIRECTORS

Sect. 1. The Board of Directors shall consist of persons nominated by the members. Each member association except the New England Milk Producers' Association shall be entitled to nominate one director.

The individual producer members in each district shall be entitled to nominate one member resident in said district to serve as a member of the Board of Directors. The New England Milk Producers' Association shall be entitled to nominate five directors.

Such nominee shall at the annual meeting of the members of this corporation be elected as directors. A vacancy in the Board of Directors, either temporary or permanent, shall be filled by electing the nominee selected in the manner hereinbefore provided for the selection of directors. The directors shall hold office until the next annual meeting or until other directors are elected and qualified to take their place.

Sect. 2. The Board of Directors shall annually elect from their own number an executive committee of eight who shall be representative of all classes of members. The executive committee shall have all powers incidental to such a committee and such other powers as the Board of Directors may delegate to it.

## NEW ENGLAND DAIRIES, INC.

*By-Laws***ARTICLE I—NAME**

Name of this corporation shall be known as the New England Dairies, Inc.

**ARTICLE II—PURPOSES**

The purposes for which this corporation shall be organized are those set forth in the certificate of incorporation.

**ARTICLE III—MEMBERSHIP**

Section 1. The members of this corporation shall be producers of dairy products and dairy and/or farm cooperative associations situated in or doing business in New England; and such producers of dairy products and cooperative organizations of producers of milk and dairy and/or farm products as may from time to time be admitted to this corporation by a majority of the Board of Directors hereof. Each member cooperative organization shall be organized and operate in accordance with the terms of the Capper-Volstead Act being "An Act to Authorize Association of Producers of Agricultural Products" approved February 18, 1922.

Section 2. Each member of this corporation shall give to this corporation full power and control of the marketing of his or its farm and dairy products.

Section 3. Membership in this corporation shall not interfere with the present or future management, and/or contracts with the producer members, patrons, or financial set-up of the individual organizations. Membership in this corporation by any of the present or subsequent members shall not be construed to affect the continuation of the separate corporate existence of the member organizations, of the exercise of their corporate powers, nor affect its individual powers of operation and existence, nor affect the financial set-up of said individual member organizations.

Section 4. Any member under contract with this corporation who is found guilty of violating these by-laws or its

contracts shall be liable in liquidated damages the sum equal to fifty cents (50¢) per hundredweight of milk or milk equivalent for any product sold contrary to the by-laws or to its contract; and this corporation may retain any funds or credits in its hands to offset the same or bring any action to recover these said damages.

#### ARTICLE IV—VOTING PRIVILEGES OF MEMBERS

Individual producer members shall be divided into districts according to the plants at which the milk of such members is delivered. The individual members in each district shall meet annually not less than thirty days prior to the date of the annual meeting of the corporation and shall select one of their number who shall have one vote at the meetings of the corporation as the representative of all such individual members in his district.

Each association member of the corporation except the New England Milk Producers' Association shall be entitled to one vote and only one vote at all meetings of the corporation. The New England Milk Producers' Association shall be entitled to five votes.

Members of this corporation shall have the right to vote in person or by alternate only, and shall not be entitled to vote by proxy or otherwise.

#### ARTICLE V—MEETINGS

Section 1. The calendar year shall be the fiscal year of the corporation.

Section 2. The annual meeting of this corporation shall be held on the second Tuesday of May of each year at such place in the State of Vermont as the Board of Directors may designate.

Section 3. Special meetings of the members of this corporation may be called by the President or by vote of the Board of Directors, and such call shall be in writing and mailed to each member of said corporation at least seven days before said meeting by prepaid U. S. Mail, and such notice shall give the exact place and time of meeting and the business there to be considered.

Section 4. At all meetings of this corporation a quorum shall consist of a majority of the members present in person or by alternate.

#### ARTICLE VI—DIRECTORS AND OFFICERS

Section 1. The Board of Directors shall consist of persons nominated by the members. Each member association except the New England Milk Producers' Association shall be entitled to nominate one director.

The individual producer members in each district shall be entitled to nominate one member resident in said district to serve as a member of the Board of Directors. The New England Milk Producers Association shall be entitled to nominate five directors.

Such nominees shall at the annual meeting of the members of this corporation be elected as directors. A vacancy in the Board of Directors, either temporary or permanent, shall be filled by electing the nominee selected in the manner hereinbefore provided for the selection of directors. The directors shall hold office until the next annual meeting or until other directors are elected and qualified to take their place.

Section 2. The Board of Directors shall meet within ten days after the first election of directors or any subsequent annual election and shall elect from its members a President and a Vice President. They shall also elect a Secretary and Treasurer who need not be directors.

Section 3. Any member or officer of this corporation who on hearing before the Board of Directors shall be found guilty of intentionally violating these by-laws by act or failure to act may be suspended from membership. Such actions by said Board of Directors shall require two-thirds vote to find guilty and suspend.

#### ARTICLE VII—ARBITRATION

In the event of a dispute between members of this corporation, or between a member and this corporation, which cannot be adjusted by the Board of Directors or between said directors, the matter shall be submitted to arbitration in the

standard manner, forthwith for determination. The decision of the arbitrators shall be final and conclusive on the parties to said dispute; and said arbitrators shall act forthwith by appointing time, place, and giving notices of hearing on said disputed question and shall conclude said hearing as speedily as may be and shall make their finding and award within ten days from the time of the completion of said hearing, furnishing each party interested with a copy of said finding and award, which award shall be final. And the matter in dispute shall stand in status quo until said award is made.

#### ARTICLE VIII—DUTIES OF DIRECTORS

Section 1. The Board of Directors shall direct and control the management of the business and the affairs of the corporation and make the necessary rules and regulations, not inconsistent with law or with these by-laws, for the management of the business and the guidance of the officers, employees, agents of the corporation, and shall draw up and execute all contracts with members. It shall fix the compensation of the officers, and in case of absence or disability of any officer of the corporation, or for any other reason deemed sufficient by a majority of the Board, the Board may delegate the powers or duties of such officer to any other officer or to any other director for the time being. The Board of Directors shall be authorized and empowered to designate persons to sign checks and/or other instruments on behalf of the corporation.

Section 2. The Board of Directors shall annually elect from their own number an executive committee of eight who shall be representative of all classes of members. The executive committee shall have all the powers incidental to such a committee and such other powers as the Board of Directors may delegate to it.

Section 3. The Board of Directors in its discretion may require the Secretary, Treasurer, and other officers, employees and agents charged with the custody of the funds or property of the corporation to give bond with a sufficient surety for the faithful performance of their respective official duties.

Section 4. The Board shall meet at times and places determined by the Board.

#### ARTICLE IX—DUTIES OF OFFICERS

Section 1. The President shall:

(a) Preside over all meetings of the corporation and of the Board of Directors.

(b) Call special meetings of the corporation and of the Board of Directors and perform all acts and duties usually required of an executive and presiding officer.

(c) Call a meeting of this corporation when three or more member representatives petition him so to do, to hear and act upon any matter contained in said petition.

Section 2. In the absence or disability of the President, the Vice-President shall preside and perform the duties of the President.

Section 3. The Secretary shall:

(a) Keep a complete record of all meetings of the corporation and of the Board of Directors.

(b) Serve all notices required by law and by these by-laws.

(c) Perform such other further duties as may be required of him by the Board of Directors.

(d) Perform all acts usually performed by clerks of corporations.

Section 4. The Treasurer shall:

(a) Sign, as treasurer, checks, notes, deeds, and other instruments on behalf of this corporation.

(b) Receive and disburse all funds and be the custodian of all the property of this corporation.

(c) Keep a complete record of all business of the corporation and make a full report of all matters and business pertaining to his office to the members at their annual meeting and make all reports required by law.

(d) Perform such other and further duties as will be required of him by the corporation or by the Board of Directors or by statute.

**ARTICLE X—EXPENSE OF OPERATION**

Each member of the corporation shall contribute to the operating expense of this corporation ratably according to the volume of milk marketed through the corporation.

**ARTICLE XI—AUDITS**

A complete annual audit of the books and accounts of the corporation shall be made by a competent accountant prior to the date of the regular annual meeting, at which meeting a report of such audit shall be presented in full. Special audits shall be made upon order of the Board of Directors.

**ARTICLE XII—AMENDMENTS**

Unless otherwise provided by law, these by-laws may be amended by a majority vote of the members of the corporation entitled to vote at meetings of the corporation.

**ARTICLE XIII—DISSOLUTION**

In the event of the corporation's dissolution all surplus after all outstanding certificates of ownership have been redeemed in full shall be distributed by uniform dividends to its members upon the amount of sales through this corporation for its members.

**ARTICLE XIV—WITHDRAWAL OR RESIGNATION**

Membership in this corporation may be terminated by any member in the manner and at the time provided in the marketing contract executed by the member and the corporation.

**EXHIBIT 6.**

We, Frank W. Clark, Richard Pattee, Leslie E. McIntire, Elmer M. Poole, Willis D. F. Hayden, R. Allen Sikes, Heman Stannard, being a majority of the directors of the New England Milk Producers' Association elected at its first meeting in compliance with the requirements of section 11 of chapter 437 of the Acts of 1903, do hereby certify that the following is a true copy of the agreement of association to form

said corporation, with the names of the subscribers thereto: "We, whose names are hereto subscribed, do, by this agreement, associate ourselves with the intention of forming a corporation according to the provisions of chapter 437 of the Acts of the year 1903 of the Commonwealth of Massachusetts, and the acts in amendment thereof and in addition thereto, more particularly chapter 224 of the General Acts of the year 1917.

The name by which the corporation shall be known is New England Milk Producers' Association.

The location of the principal office of the corporation within the Commonwealth is the City of Boston and outside the Commonwealth none.

The purpose for which the corporation is formed and the nature of the business to be transacted by it are as follows:—The incorporating of the existing voluntary association, named the New England Milk Producers' Association, keeping the same officers, membership, by-laws and regulations, we being duly empowered thereto by a vote of said association.

This association is an agricultural association, instituted for the purposes of mutual help and of doing business at cost for the benefit of its members. More particularly its purposes are to enable its members to secure the full market value of their dairy products; to improve the methods of milk production, distribution, manufacture and use; to buy and sell for its members; to encourage the breeding and raising of better dairy stock; to promote the more economical feeding of dairy stock; to promote the legislative interests of the dairy industry; to foster co-operation in agriculture, and especially in dairying; and, in general, to improve agricultural conditions, and bring about a better understanding between the producers of dairy products and the consumers thereof.

The total amount of its capital stock to be authorized is none, it being exempted from having capital stock.

(Note: State "the restrictions, if any, imposed upon the transfer of stock; and if there are to be two or more classes of stock, a description of the different classes and a statement of the terms on which they are to be created and the method of voting thereon.")

The New England Milk Producers' Association shall be composed of dairy farmers residing in New England states or selling their dairy products in New England markets.

There shall be four classes of membership, and a member may belong to more than one class;

First. Local membership, to consist of all the members of the association.

Second. County voting membership, to consist of certain members designated annually for that purpose by the various local branches within each county.

Third. Market voting membership, to consist of certain members designated annually for that purpose by such local members as sell to any one market other than Boston or New York.

Fourth. Association voting membership, to consist of certain members designated annually for that purpose by the county voting members of the various counties.

There shall be no proxy voting in the association, or any branch thereof.

(Note: State any other provisions not inconsistent with law for the conduct and regulation of the business of the corporation, for its voluntary dissolution, or for limiting, defining or regulating the powers of the corporation, or of its directors or stockholders, or any class of stockholders.)

To manage its affairs efficiently and to carry out its purposes, the New England Milk Producers' Association shall be organized on the following basis:

First. Local branches, consisting of all the members of the association within any given vicinity, each member having one vote in the affairs of his branch.

Second. County branches, consisting of all the members of the association within any given county; a certain designated class of members to have the right to vote in the affairs of the county branches.

Third. Market branches, consisting of all the members of the association who sell in any given market, except Boston and New York; a certain designated class of members to have the right to vote in the affairs of the market branches.

Fourth. The association as a whole, consisting of all its members; a certain designated class of members to have the right to vote in the affairs of the association as a whole.

(If notice is waived, use the following form.)

We hereby waive all requirements of the statutes of Massachusetts for notice of the first meeting for organization, and appoint the twenty third day of May, 1917, at 10:30 o'clock A.M., at 26 Broad St., Boston, Mass. as the time and place for holding said first meeting.

The names and residences of the incorporators are as follows:

Name	Residence
Frank W. Clark	Williston, Vt.
Richard Pattee	Boston, Mass.
Leslie E. McIntire	East Waterford, Maine.

In witness whereof, we have hereunto set our hands, this twenty third day of May in the year nineteen hundred and seventeen

FRANK W. CLARK  
RICHARD PATTEE  
LESLIE E. MCINTIRE

That the first meeting of the subscribers to said agreement was held on the twenty third day of May, 1917.

The name, residence and post-office address of each of the officers are as follows:

Name of Office	Name	Residence	Post-Office Address
President,	Frank W. Clark	Williston, Vt.	36 Broad St., Boston
Vice President,	Frank S. Adams	Bowdoinham, Me.	" " " "
Treasurer,	Edwin P. Wilcox	Littleton, N. H.	" " " "
Clerk,	Richard Pattee	Boston, Mass.	" " " "
Directors,	Frank W. Clark	Williston, Vt.	" " " "
	Richard Pattee	Boston, Mass.	" " " "
	Leslie E. McIntire	East Waterford, Me.	" " " "
	Willis D. F. Hayden	Dover, N. H.	" " " "
	Heman Stannard	Fairhaven, Vt.	" " " "
	Elmer N. Poole	So. Dartmouth, Mass.	" " " "
	R. Allen Sikes	Ellington, Conn.	" " " "
	Edward H. Theinert	Albion, R. I.	" " " "
	George R. Little	Schaghticoke, N. Y.	" " " "

In Witness Whereof, we have hereunto signed our names,  
this twenty-third day of May in the year nineteen hundred  
and seventeen.

FRANK W. CLARK  
RICHARD PATTEE  
LESLIE E. MCINTIRE  
ELMER N. POOLE  
WILLIS D. F. HAYDEN  
R. ALLEN SIKES  
HEMAN STANNARD

## THE COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

May 23 1917

Then personally appeared the above-named Frank W. Clark, Richard Pattee, Leslie E. McIntire, Elmer N. Poole, Willis D. F. Hayden, R. Allen Sikes, and Heman Stannard, and severally made oath that the foregoing certificate, by them subscribed, is true to the best of their knowledge and belief.

Before me,

ROGER SHERMAN HOAR

Justice of the Peace.

BY-LAWS AND  
REGULATIONS  
1936

New England Milk Producers' Association  
51 Cornhill, Boston

N.E.M.P.A.

NEW ENGLAND MILK PRODUCERS' ASSOCIATION  
By-Laws and Regulations  
Revised to January 1, 1936

ARTICLE I—NAME

SECTION 1. The name of this Association shall be the New England Milk Producers' Association.

ARTICLE II—PURPOSES

SECTION 1. The purposes of this Association shall be to enable its members to secure the full market value of their dairy products; to improve the methods of milk production, distribution, manufacture and use; to encourage the breeding and raising of better dairy stock; to promote the more economical feeding of dairy stock; to promote the legislative interests of the dairy industry; to foster co-operation in agriculture, and especially in dairying; and, in general, to improve agricultural conditions, and bring about a better understanding between producers of dairy products and the consumers thereof.

ARTICLE III—FORM, MEMBERSHIP, ORGANIZATION

SECTION 1. The New England Milk Producers' Association shall be composed of dairy farmers residing in New England states or selling their dairy products in New England markets.

SECT. 2. To efficiently manage its affairs and carry out its purposes, the New England Milk Producers' Association shall be organized on the following basis:

First: Local Association: Composed of the dairy farmers of any vicinity who have subscribed to the by-laws and regulations of the New England Milk Producers' Association.

Second: Central Association: Composed of the Presidents of Local Associations of the New England Milk Producers' Association, except as hereinafter provided.

Third: Market Association: Composed of delegates from local associations whose members sell in any market other than Boston or New York.

#### ARTICLE IV—RIGHTS OF MEMBERS

SECTION 1. Each member of the New England Milk Producers' Association shall execute a marketing and membership contract with the Association in such form and for such period and upon such terms and conditions as the Board of Directors may from time to time determine. The Board of Directors shall have the right from time to time to alter or amend the marketing and membership contracts, provided, however, that such alteration or amendment shall only affect the members consenting thereto and shall not affect the contracts of the members who do not consent thereto nor operate to release them therefrom.

SECT. 2. Every member of this Association shall be entitled to one vote in any branch of the Association of which he is a member.

SECT. 3. Every member of this Association shall be eligible to any office in any branch thereof, in whose jurisdiction he resides.

SECT. 4. There shall be no proxy voting in this Association, nor any branch thereof.

SECT. 5. Any member of the Association who has not paid dues for eighteen months, shall automatically be suspended for non-payment of dues. Such member shall be notified when dues are in arrears fourteen months in such manner as the Board of Directors shall determine. Such member shall lose all rights and privileges in the Association. Such member may be reinstated by payment of dues accrued for the twelve months prior to suspension.

## ARTICLE V—LOCAL ASSOCIATION

SECTION 1. Five or more persons in any township or at any shipping station, or other unit of local area, qualified for membership in this Association, who have subscribed to its by-laws, and regulations may organize a local Association of the New England Milk Producers' Association.

SECT. 2. It shall be the duty of every local Association to care for and have charge of the local interests of its members and to carry out within its jurisdiction the work assigned to it by the central and market associations of this association.

SECT. 3. Every local association shall hold an annual meeting for the election of officers on some date after the annual meeting of the central association and before January 1 of the following year, and such other meetings as its regulations may require.

SECT. 4. The officers of every local association shall consist of a president and a secretary-treasurer and such other officers and committees as the local association shall determine.

SECT. 5. It shall be the duty of the officers of every local association to make such reports to the central and market associations as those associations may require, and to perform such other duties as are required by its regulations.

SECT. 6. The Board of Directors are hereby empowered to revoke the charter issued to any local association for cause. It shall be the cause for such revocation that the local association shall have refused or neglected to perform the duties imposed upon such local association by these by-laws or other orders of the central association. A two-thirds vote of the Board of Directors shall be necessary to revoke any charter in accordance with this section.

SECT. 7. No local association shall contract debts or liabilities in excess of the amount due the local association from the central association without the consent in writing of the Board of Directors of the Central Association.

SECT. 8. No local association shall engage in or undertake any new projects involving the credit of the associa-

tion without the consent in writing of the Board of Directors of the Central Association.

#### ARTICLE VI—CENTRAL ASSOCIATION

SECTION 1. The members of the Central Association of the New England Milk Producers' Association shall consist of the Presidents and other representatives of local associations selected as hereinafter stated. To be entitled to a representative in the Central Association, a local association must have a membership of not less than 35, provided, however, that local associations which have membership of less than 35 may, by vote of the Board of Directors, be grouped with other local associations for the purpose of electing a delegate to represent such grouped local associations in the Annual Meeting. The Presidents of the Locals so grouped shall meet previous to the Annual Meeting of the Central Association and shall elect from their own number a delegate and alternate to represent the grouped locals at the Central Association meeting.

Local associations having a membership in excess of 35 shall be entitled to select an additional delegate for each additional 40 members in such local association.

The Presidents and delegates representing local associations having a membership of not less than 35 shall be authorized to designate their own alternate.

In determining membership under this section, only those members whose dues are paid up to September 1 of the year preceding the Annual Meeting shall be counted.

SECT. 2. The Central Association shall be the governing body of the New England Milk Producers' Association. It may, at its annual meeting, enact, amend or repeal such laws and regulations as the good of the association may require. All regulations of local or market associations must conform to these laws and the regulations adopted by the Central Association.

SECT. 3. The Central Association shall hold a meeting on the last Tuesday in October of each year in the city of Boston, Mass., at such place and hour as its Board of Directors may determine, for the election of officers and the

transaction of such other business as may properly come before it.

SECT. 4. The officers of the Central Association shall consist of a President, a Vice-President, a Treasurer, and a Clerk, who shall be elected annually and a Board of Directors to be elected as provided in Section 5 of this article. Vacancies shall be filled by the Board of Directors. All officers shall be elected by ballot. The Clerk need not be a member of the Association.

SECT. 5. The Board of Directors shall consist of two members from each state entitled to representation in the Central Association, who shall serve for a period of two years each, one of whom shall be retired each year and his successor elected; and three directors at large for three years each, one of whom shall be retired each year and his successor elected. At the annual meeting in February, 1919, one director at large shall be elected for one year, one director at large for two years, and one director at large for three years. At such succeeding annual meeting, one director at large shall be elected to serve for a period of three years. At the annual meeting in February, 1919, one director from each state shall be elected for one year and one director from each state shall be elected for two years. At each succeeding annual meeting one director from each state shall be elected to serve for a period of two years. The directors from each state shall be nominated by the members of the Central Association from that state. The clerk of the Central Association shall be ex-officio, a member of its directors.

SECT. 6. The duties of the officers shall be as laid down in the regulations of this association.

SECT. 7. Fifty members of the Central Association shall constitute a quorum to do business. A majority of the Board of Directors shall constitute a quorum.

SECT. 8. The Board of Directors shall act under the direction of the Central Association and any powers vested in the Central Association may be delegated by it to the Board of Directors.

SECT. 9. The members of the Central Association from each state shall constitute a State Council for that State, subject to control by the Central Association.

SECT. 10. The Board of Directors shall annually elect an executive committee of the directors, consisting of five directors, who shall have all the powers incidental to such a committee and such other powers as the Board of Directors may delegate to it.

SECT. 11. Members shall be notified at least ten days before any regular or special meeting of the Association shall be called by publishing a notice of such meeting in the New England Dairyman or by mailing a copy of such notice postpaid to each member at his residence as it appears upon the records of the Association.

SECT. 12. The Directors shall be notified at least two days before any regular or special meeting of the Board of Directors by mailing a copy of the notice of such meeting postpaid to the address of each Director as it appears upon the books of the Association or in such other manner as the Board of Directors may by vote prescribe.

#### ARTICLE VII—MARKET ASSOCIATIONS

SECTION 1. Ten or more members of any local association who sell their dairy products in any market other than Boston or New York, may designate a delegate to a market association bearing the name of the market in which their products are sold. If less than 10 members of any local association sell their products in any market they may be classed with the members of the nearest local association entitled to a delegate to a market association as above, or they may consolidate with other local associations who sell their dairy products in any market other than Boston or New York, until the total number of such members selling in that market shall be at least ten, when they shall be entitled to designate one voting member of the market branch, if any, bearing the name of the market in which their products are sold.

The market association shall consist of delegates chosen as above. It shall meet at least once each year in the market town where the products of its members shall be sold.

SECT. 2. Every market association shall have a President and a Secretary-Treasurer and an Executive Committee of four persons and such other officers and committees as its regulations may provide. The Board of Directors of the Central Association shall designate one person who shall be a member of the executive committee thereof.

SECT. 3. It shall be the duty of every market association to carry out the purposes of the New England Milk Producers' Association in the market which it represents, and to secure for all members of this association, proper treatment in all matters pertaining to their interests in said market.

SECT. 4. No market committee of any local market association shall refuse to sell the milk of members of the association in the market governed by them without the consent of the Board of Directors or the Executive Committee thereof.

#### ARTICLE VIII—CHARTERS

SECTION 1. The president and clerk of the central association shall issue certificates of authority to local and market associations organized in compliance with these laws and approved by the Board of Directors of the central association.

#### ARTICLE IX—FINANCE

SECTION 1. The revenues of this association shall be raised by such means as may be set forth in the regulations and the members shall be bound thereby.

#### ARTICLE X—AMENDMENTS AND REGULATIONS

SECTION 1. Regulations not inconsistent with these by-laws may be adopted by local and market associations of the New England Milk Producers' Association, subject to the approval of the Central Association or its Board of

Directors. Amendments thereto may be made at any annual meeting called for that purpose, due notice thereof having been given.

SECT. 2. These by-laws may be amended by a two-thirds vote at any regular or special meeting of the central association.

#### REGULATIONS

SECTION 1. The directors shall have entire charge of the property, interests, business and transactions of the Association with full power to manage and conduct the same; in the event of any vacancy in any office or in the Board of Directors, the Board of Directors shall have power and authority to fill such vacancy for the unexpired term; shall annually elect from their own number a President and Vice-President to serve for the ensuing year, shall annually elect a General Manager and may elect an Assistant Treasurer and provide for the duties of all officers and employees not provided for in the By-Laws. The Board of Directors shall have the right to designate persons who may be authorized to sign checks or other instruments on behalf of the Corporation. The Board of Directors shall have the right to remove any officer for cause by a two-thirds vote of the entire membership of the Board.

The Board of Directors shall have authority to undertake or participate in any plan or plans having for their purpose the more effective marketing of the products of the members of this association and in connection therewith to engage in or participate in any plan or plans having for their purpose the stabilizing of conditions in the markets in which the products of members of this association may be sold.

The President shall preside over all meetings of the Association and its Board of Directors; shall with the Clerk sign all charters to local and market associations; shall sign, when duly authorized thereto, all contracts, orders, deeds, notes, liens, licenses and other instruments of a special nature; shall perform the duties usually required

of a presiding officer and shall perform such other and further duties as the Board of Directors may require.

The Vice-President in the absence, disability, death, or refusal to act of the President, shall possess all of the powers and perform all of the duties of the President.

The Clerk shall keep full minutes of all meetings of the Association and of the Board of Directors; shall read such records at the proper subsequent meetings; shall issue all calls for meetings and notify all officers and directors of their election; shall have charge of and keep the seal of the Association and affix the seal, attested by his signature, to all instruments as may require the same. He shall perform such other and further duties as the Board of Directors may properly require him to do.

The Treasurer shall have custody of, and be responsible for all moneys and securities of the Association, shall keep full and accurate records and accounts in books belonging to the Association showing the transactions of the Association, its accounts, liabilities and financial condition; shall see that all expenditures are fully authorized and are evidenced by proper receipts and vouchers. He shall deposit in the name of the Association in such depository or depositories as are approved by the Directors, all moneys that may come into his hands for the Association's account. His books and accounts shall be open at all times during business hours to the inspection of any Director of the Association. He shall indorse for collection or deposit, all bills, notes, checks or other negotiable instruments of the Association, shall pay out money as may be necessary for the transactions of the Association, either by special or general direction of the Board of Directors. He shall make a full report of the financial condition of the Association for the annual meeting of the members of the Association and shall make such other reports and statements as may be required of him by the Board of Directors or by the laws of the State. He shall give bond in such sum and with such sureties as may be required of him by the Board of Directors. He shall perform such other and further duties as

may properly be required of him by the Board of Directors.

The General Manager shall, under the supervision of the Board of Directors, have charge of and manage the active business operations of the Association. He shall perform such further duties and make such reports as may be required of him by the Board of Directors and shall receive such salary as may be fixed by the Board.

The Central Association at its annual meeting shall elect two auditors who shall at the close of each year, inspect the books and accounts of the treasurer and report thereon at the next annual meeting.

The auditors so elected may employ a certified public accountant to examine the books and accounts of the treasurer in their behalf.

#### Financial Affairs

SECTION 2. The fiscal year shall end July 31st of each year.

Each member shall pay to the Association monthly at its principal office such amounts per hundredweight of milk or its equivalent sold by such member as the Board of Directors may from time to time deem necessary to conduct the business and operations of the Association, including the establishment and maintenance of reserve accounts, provided, however, that until such time as the Central Association at a regular or special meeting shall otherwise order such amounts shall not exceed 2¢ per hundred-weight of milk or its equivalent.

The Board of Directors shall have the right to establish the amounts to be paid to the Association by each member who is engaged in the production and sale of cream as such, provided, however, that such amounts shall not exceed  $\frac{1}{2}$ ¢ per pound butterfat in cream sold by such member.

The Board of Directors shall be empowered to authorize the local associations to draw upon the Central Association in such amounts as the Board of Directors may determine, for the following purposes:

(a) To pay the legitimate current expenses of the local associations as certified by their Presidents and Secretaries.

(b) To pay the railroad travel and hotel expenses of the President or duly chosen representatives of the local associations in attending the Annual or Special Meetings of the Central Association.

The members of the Central Association shall receive from the Treasurer their actual railroad travel and hotel expenses in attending its Annual Meeting or any duly called Special Meeting.

SECTION 3. Each member shall pay monthly to the Association an additional dues of 1¢ per hundredweight of milk sold by such member or such amount not exceeding  $\frac{1}{4}$ ¢ per pound of butterfat in cream sold by member engaged in the production and sale of cream as such, as may be determined by the Board of Directors. Such amount shall be payable monthly at the principal office of the Association. The moneys so received shall be paid into a special fund to be known as the "Emergency Reserve Fund" and shall be held subject to the supervision and direction of the Board of Directors of the Central Association. The purposes of said Emergency Reserve Fund are as follows:

(a) To reimburse members of the Association supplying New England Markets, for any losses which they may sustain by reason of the refusal of said producers to sell their dairy products on any other basis than the terms and conditions recommended by the Sales Committee of the New England Milk Producers' Association.

(b) To create a Reserve Fund to protect such members from loss of a market for their dairy products.

(c) To reimburse members of the Association for losses which such members may sustain through failure of a dealer to pay such members for dairy products delivered by such members to a dealer, provided, however, that the dealer to whom such member may have delivered dairy products shall be a dealer approved by the Association.

(d) To acquire by purchase or otherwise, such plant or plants as may be necessary to provide markets for the dairy products of members of the Association.

(e) To meet an extraordinary or unusual emergency when so declared by the Board of Directors.

SECTION 4. When in the opinion of the Board of Directors the said Emergency Reserve Fund shall have accumulated to an amount where no further accumulations are then necessary, the Board of Directors shall have the right to appropriate the moneys payable into said Emergency Reserve Fund during any year to the repayment to members of the Association, in the order of their contribution, the amounts previously paid into said fund.

SECTION 5. For the purpose of creating special funds to be used to build or otherwise acquire such plants and equipment, to provide such working capital, or to acquire an interest in any such property, as the Association may deem necessary or desirable, the Association may upon authorization of the Central Association at a regular or special meeting, due notice of this purpose having been included in the call for such meeting, withhold from the amounts due the members for milk sold in accordance with the terms of the marketing contracts between members and the Association, such sums as the Board of Directors may deem necessary or advisable for such purposes. After the close of each calendar year each member shall receive a certificate in such form and on such terms and conditions as the Board of Directors may from time to time determine evidencing the member's proportionate interest in such assets.

SECTION 6. The Board of Directors shall have the right to fix their compensation, provided, however, that such compensation shall not exceed \$10.00 per day for time actually spent in the business of the Association plus their necessary travelling expenses.

SECTION 7. The Board of Directors shall have the right to authorize any member to sell dairy products produced by such member, in any market.

## EXHIBIT 7.

**AVERAGE BUTTER QUOTATIONS**  
**U. S. D. A.—92 SCORE FRESH BUTTER AT. BOSTON**  
**(Cents Per Pound)**

	1932	1933	1934	1935	1936	1937
Jan.	24.41	20.54	20.99	34.63	35.21	34.43
Feb.	23.31	19.28	26.29	37.00	37.34	34.77
Mar.	23.19	19.12	26.41	32.68	32.74	36.31
Apr.	20.65	21.50	24.58	35.48	31.63	33.46
May	19.15	23.25	25.70	28.30	28.01	32.71
June	17.64	23.78	25.86	25.18	30.21	31.44
July	19.02	25.54	25.45	24.88	34.21	32.19
Aug.	20.77	22.27	28.20	25.83	36.33	33.40
Sept.	21.25	24.06	26.63	26.82	35.54	35.38
Oct.	21.21	24.88	27.52	28.77	33.32	36.38
Nov.	23.75	24.56	29.90	32.93	34.14	38.54
Dec.	24.71	20.93	31.62	34.79	34.75	39.35
Year	21.59	22.40	26.59	30.61	33.62	34.86

## AVERAGE BUTTER QUOTATIONS

Boston Chamber Creamery Extras

U. S. D. A.—92 Score Fresh Butter

(Cents Per Pound)

## Exhibits

75

	1918	1919	1920	1921	1922	1923	1924	1925	1926	1927	1928	1929	1930	1931	1932	1933	1934
Jan.	48.1	61.6	63.7	52.7	37.00	51.70	53.10	39.62	45.25	49.53	48.62	48.76	37.08	29.10	24.41	20.54	25.08
Feb.	49.5	50.0	64.2	46.8	36.63	50.75	51.62	40.75	45.38	51.86	46.93	49.98	36.48	28.91	23.31	19.28	20.90
Mar.	45.0	61.0	66.4	48.0	38.10	51.00	47.50	47.00	43.26	50.95	49.62	48.85	37.82	29.38	23.19	19.12	26.29
Apr.	42.7	65.0	67.5	45.6	37.88	47.50	39.10	45.50 <sup>1</sup>	39.96	51.08	46.00	46.22	39.04	26.73	20.65	21.50	
May	44.4	59.0	69.0	32.1	36.60	42.40	39.00	42.98	41.16	43.76	45.38	44.02	35.42	24.30	19.15	23.25	25.70
June	44.1	52.1	57.0	32.8	36.88	39.50	41.00	43.26	41.56	42.62	44.47	44.06	33.38	23.97	17.64	23.78	25.86
July	44.8	53.2	57.0	40.5	36.50	39.38	40.16	43.54	40.91	41.80	46.32	42.77	35.65	25.48	19.02	25.54	25.45
Aug.	46.2	55.1	56.1	42.4	36.00	43.70	38.38	43.98	41.86	42.06	47.12	43.98	39.38	28.27	20.77	22.27	
Sept.	53.9	57.5	58.5	43.6	40.50	46.38	38.12	47.88	44.72	46.24	48.73	46.47	39.94	32.50	21.25	24.06	
Oct.	58.7	63.2	58.1	46.2	45.00	47.80	38.20	50.60	46.55	47.80	47.96	45.69	39.96	34.05	21.21	24.86	
Nov.	61.6	67.7	59.0	44.6	49.50	52.00	41.50	50.27	48.38	48.02	50.15	42.85	36.17	31.35	23.75	24.56	
Dec.	66.5	70.7	53.7	43.0	54.13	53.50	44.50	49.16	53.69	49.85	50.24	41.36	32.56	31.00	24.71	20.93	
Year	50.4	59.7	60.1	43.2	40.40	47.13	42.68	45.38	44.39	47.13	47.54	45.42	36.91	28.75	21.59	22.40	

(1) Changed from Boston Chamber to U.S.D.A. April 1, 1925.

## EXHIBIT 8.

ABSTRACT FROM MINUTES OF  
MEETING OF THE MILK CONTROL BOARD  
209 Washington Street, Boston  
Wednesday, June 23, 1937

A meeting of the Milk Control Board was called by Mr. James O'Brien, Chairman of the Board, at 2:10 p.m.

Present: Mr. James O'Brien, Chairman

Mr. Joseph C. Cort, Administrator

Mr. John M. Whouley, Secretary

Upon motion duly made and seconded, it was voted unanimously that Official Order No. A32, which reads as follows, shall be adopted:

Official Order No. A32 } Fixing the terms and conditions  
 } of purchase and minimum prices  
 } to be paid producers by milk dealers  
 } in Milk Marketing Area No.  
 } 17.

Pursuant to authority granted to the Milk Control Board by virtue of Chapter 376 of the Acts of 1934, as amended by Chapter 300 of the Acts of 1936, and further amended by Chapter 428 of the Acts of 1937, and as a result of an investigation and examination having been made, and due deliberation having been had, and by vote of the members of the Milk Control Board at their meeting on Wednesday, June 23, 1937, it is hereby ordered

That on and after 12:01 A. M., July 1, 1937, each milk dealer in Milk Marketing Area No. 17, purchasing milk from Massachusetts producers for sale within the Commonwealth, shall account and pay for such milk, subject to the provisions set forth in the following articles:

## ARTICLE I

Definition of Terms not Included in Section 3, Chapter 376 of the Acts of 1934, as Amended.

1. Milk Marketing Area No. 17 includes the following cities and towns: Arlington, Belmont, Beverly, Boston,

Braintree, Brookline, Burlington, Cambridge, Chelsea, Dedham, Everett, Hull, Lexington, Lynn, Malden, Marblehead, Medford, Melrose, Milton, Nahant, Needham, Newton, North Reading, Peabody, Quincy, Reading, Revere, Salem, Saugus, Somerville, Stoneham, Swampscott, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Wilmington, Winchester, Winthrop, Woburn.

2. The delivery period means the number of days specified in the milk dealer's application for a milk plant or manufactory license under the bonding law (Chapter 338 of the Acts of 1933) or some other period approved by the Milk Control Board and not in conflict with the requirements of the bonding law.

3. "Base" for each producer, including each dealer who is also a producer, means that figure calculated pursuant to Article VI Section 3.

#### ARTICLE II—Classification of Milk.

Section 1. *Sales and Use Classification.* Milk purchased or handled by dealers shall be classified as follows:

1. All milk sold or distributed as whole milk, chocolate milk or flavored milk, and all milk not specifically accounted for as Class II milk shall be Class I milk; and

2. Milk specifically accounted for (a) as being sold or distributed other than as whole milk, chocolate milk or flavored milk and (b) as actual plant shrinkage within reasonable limits, shall be Class II milk.

#### ARTICLE III—Minimum Prices.

Section 1. Class I Prices to Associations of Producers. Each dealer shall pay any association of producers for Class I milk containing 3.7 percent butterfat, subject to the butterfat differential set forth in Section 3 of Article VII, not less than the following prices:

1. \$3.35 per hundredweight for such milk delivered from the plant of such association to such dealer's plant located not more than forty (40) miles from the State House in Boston; and

2. \$3.30 per hundredweight for such milk delivered from the plant of such association to such dealer at a railroad delivery point not more than forty (40) miles from the State House in Boston.

Section 2. Class I Prices to Producers. Each dealer shall pay producers, in the manner set forth in Article VII, for milk delivered by them, not less than the following prices:

1. \$3.25 per hundredweight for such milk delivered from producers' farms to such dealer's plant located not more than forty (40) miles from the State House in Boston;

2. \$3.05 per hundredweight for such milk delivered from producers' farms to such dealer's plant located more than forty (40) miles from the State House in Boston, less an amount per hundredweight equal to the freight actually paid according to the applicable tariff approved by the Interstate Commerce Commission for the transportation of milk in 40-quart cans, from the zone of location of such dealer's plant to such dealer's railroad delivery point in the Marketing Area.

Section 3. Class II Price. The minimum price for Class II milk in Milk Marketing Area No. 17 shall be calculated by the Milk Control Board using a formula based on either the reported weighted average price of 40% bottling quality cream f.o.b. Boston, or from the reported price of Boston 92 score butter for each delivery period during which such milk is purchased.

Section 4. Sales of Milk Outside the Marketing Area. In the event that any dealer sells milk in Areas outside of Marketing Area No. 17 such sales are to be accounted for according to the prices, terms and conditions of sale established by the Board for the Market Area where such sales are made and payment shall be made to producers on the basis of such prices, terms and conditions of sale for only that portion of milk sold outside of Area No. 17, otherwise prices, terms and conditions of sale pertaining to Area No. 17 shall apply.

Section 5: Announcement of Class II Prices. On or before the fifth day after the end of each delivery period,

the Board will announce the Class II price and the butterfat differential in effect for such delivery period.

#### ARTICLE IV—Reports of Dealers.

Section 1. Periodic Reports. On or before the fifth day after the close of each delivery period, each dealer shall, with respect to milk and cream handled by him during such delivery period, report to the Board in the detail and form prescribed by the Board and at office or offices as the Board may from time to time designate for this purpose.

Section 2. Reports as to Producers. Each dealer shall report to the Board (1) within ten days after the Board's request, with respect to any producer or group of producers with respect to a period or periods of time designated by the Board (a) name and address of each producer, (b) total pounds of milk delivered by each producer, (c) average butterfat test of milk delivered and (d) the number of days on which deliveries were made.

Section 3. Daily Statements to Producers. On each day, each dealer shall furnish to each producer from whom he purchases milk, a statement of the quantity of milk delivered to him by such producer during the preceding day or the day of delivery.

Section 4. Outside Cream Purchases. Each dealer shall report as requested by the Board, his purchase, if any, of cream from dealers, showing the quantity and the source of each such purchase and the cost thereof at Boston.

Section 5. Verification of Reports. Each dealer shall permit the Board or its employees or agents designated for the purpose, during the usual hours of business, to (a) verify the information contained in reports submitted in accordance with this article; and (b) weigh, sample and test milk for butterfat.

#### ARTICLE V—Dealers who are also Producers.

In the case of a dealer who is also a producer and has purchased milk from producers, in the applicable computation set forth under Article VII, such dealer may subtract the total sales of milk in each class, the milk purchased

from other dealers and compute the milk purchased from producers in each class according to such dealer's remaining total sales of milk in each class.

#### ARTICLE VI—Determination of Prices to Producers.

##### Section 1. Computation of Value of Milk for each Dealer.

For each delivery period the Board shall compute, subject to the provisions of Article V the value of milk sold or used by each dealer which was not purchased from other dealers, by (a) multiplying the quantity of such milk in each class by the price applicable pursuant to Sections 1 and 2 of Article III and (b) adding together the resulting value of each class.

##### Section 2. Computation and Announcement of Prices.

The Board shall compute and announce the price per hundredweight of milk delivered during each delivery period in the following manner:

1. In the event that the Class I milk of such dealer is *less than* the total quantity of milk which was delivered by producers not in excess of their individual bases; subtract from the total value computed pursuant to Section 1 the value of milk delivered by producers in excess of their individual bases at the Class II price, and, divide the amount remaining by the total quantity of milk delivered to such dealer by producers not in excess of their individual bases, such result being known as the blended price for "base milk" for such dealer;

2. In the event that the Class I milk of such dealer *exceeds* the total quantity of milk delivered by producers not in excess of their individual bases subtract from the total value computed for such dealer pursuant to Section 1 the value of milk delivered by producers not in excess of their individual bases at Class I price, and divide the amount remaining by the total quantity of milk delivered to such dealer by producers in excess of their individual bases, such result being known as the blended price for "excess milk" for such dealer.

Section 3: Base Rating. The base of each producer shall be a quantity of milk for such delivery period calculated in the following manner: multiply the figure determined pursuant to Section 4 of this article by the number of days on which such producer delivered milk during such delivery period.

Section 4. Bases. For calculating pursuant to Section 3 of this Article, bases in effect during each calendar year, the Board shall determine with respect to milk, or the milk equivalent of cream, delivered in bulk to dealers from the farm operated by such producer:

1. That figure which is the highest of (a) the average daily deliveries during the three lowest months of the next preceding calendar year, and (b) 80% of the average daily deliveries throughout such next preceding calendar year.

2. In the case of a producer who, as a tenant or landlord, moves his entire herd from one farm to another farm, the higher of the two figures from which have been calculated pursuant to Section 3 above respectively (a) the base in effect for the farm from which the herd is moved and (b) the base in effect for the farm to which the herd is moved.

Section 5. Dealers Purchasing Milk from Producers not under Base Plan. In the event that a dealer secures approval of the Board to buy on a so called "composite price plan" from producers the computation and announcement of prices shall be as follows: Divide the value obtained pursuant to Section 1 of this Article by the total quantity of milk delivered by producers, the result being known as the "blended price" for such dealer.

Section 6. Dealers purchasing milk from Producers not under Base Plan or Composite Plan. In the event that a dealer secures approval of the Board to buy on a so called "flat price plan" from producers the computation and announcement of prices shall be as follows: multiply the Class I price by the total quantity of milk delivered by each producer delivering to such dealer.

**ARTICLE VII—Payments for Milk.**

**Section 1. Time and Method of Payment.** On or before the 15th day after the end of each delivery period, or some other day approved by the Milk Control Board, each dealer shall make payments, subject to the butterfat differential set forth in Section 3 of this Article, for the total value of milk received during such delivery period as required to be computed pursuant to Section 1 of Article VI, as follows:

1. At the blended price for base milk or at the Class I price as announced by the Board, pursuant to Section 2, Article VI for that quantity delivered by each producer not in excess of the base of such producer.

2. At the Class II price, or at the blended price, as announced by the Board pursuant to Section 2 of Article VI, for that quantity of milk delivered by each producer in excess of his base.

3. In the event that such dealer has secured approval therefore pursuant to Section 5 Article VI, at the composite price as announced by the Board for all milk delivered by producers to such dealer.

4. In the event that such dealer has secured approval of the Board, pursuant to Section 6 of Article VI, at the Class I price for all milk delivered by producers to such dealer.

**Section 2. Correction of Producer Payment Errors.** In case incorrect payments have been made by a dealer to his producers, for any reason, such errors shall be corrected when payments are made for the next delivery period following official notification of such errors, unless otherwise approved by the Board.

**Section 3. Butterfat Differentials.** If any producer has delivered to any dealer during any delivery period milk having an average butterfat content of other than three and seven-tenths (3.7%) percent, such dealer shall pay to such producer per one-hundred pounds for each one-tenth of one percent (1/10%) of average butterfat content above three and seven-tenths percent (3.7%), or shall deduct per hundred pounds for each one-tenth of one percent (1/10%) of average butterfat content below three and seven-tenths

percent (3.7%), an amount to be fixed and announced by the Milk Control Board for each delivery period.

Section 4. Additional Payments. Any dealer may with the prior approval of the Board, make payments to producers in addition to the payments computed in accordance with the provisions of this order.

Section 5. Special Adjustments in Payments to Producers. No dealer may accept services from or render services to a producer or an association of producers from whom he is purchasing milk, without receiving adequate compensation or making a reasonable payment or charge, as the case may be, for such services. Such compensation, payment or charges shall be (1) subject to the approval of the Board and (2) shall apply equitably to all producers supplying such dealer with milk. Each dealer making adjustments pursuant to this section may be required to make such reports and permit such examination of his books and records as the Milk Control Board may deem reasonable for the purpose of this provision.

Section 6. Allowable Deductions from Payments to Producers. Each dealer in making payments to his producers for milk, may make deductions as follows:

1. When the dealer performs the service of transportation of milk from the producer's farm to the dealer's platform, the dealer shall be allowed to deduct for the transportation of the producer's milk only the reasonable cost of such service, provided that an agreement signed by all parties concerned, setting forth the understanding of all parties at interest as to such reasonable cost is filed with and subject to review and approval by the Board.

2. When the dealer supplies to the producer containers for transportation of milk from the farm to the dealer's plant, the dealer may deduct 3/4¢ per hundredweight as rental for such containers.

3. Each milk dealer may deduct one-half of the applicable payment fixed by Official Order A3 from the amounts due from him to producers for milk.

4. Each dealer may deduct and pay to a producer's milk marketing association on behalf of its member such fees, assessments or dues as may be authorized by the members of such association and approved by the Board.

#### **ARTICLE VIII.—Producers' Co-operative Associations.**

Producers' Co-operative associations shall be governed according to the provisions of Section 8, Chapter 428 of the Acts of 1937.

#### **ARTICLE IX—Transactions with Violators.**

No dealer shall purchase milk or cream from, or process or distribute milk or cream for or sell milk or cream to any dealer or in any way deal or handle milk which he has reason to believe has previously been dealt in or handled in violation of any provision of Chapter 376 of the Acts of 1934, as amended, or of this or any other order lawfully made thereunder.

#### **ARTICLE X—Prior Contracts.**

Any contract or agreement entered into by a dealer prior to the effective date of this order covering the purchase, delivery and/or sale of milk and its products, shall be deemed to be superseded by the terms and conditions of this order, insofar as such contract or agreement is inconsistent with any provision of this order.

#### **ARTICLE XI—Written Statement of Price Computations to Accompany Producer Payments.**

Each milk dealer in making payment to his producers for deliveries of milk shall furnish each producer with an understandable written or printed statement of price computations in accordance with the provisions of Official Order No. A4 of the Milk Control Board.

#### **ARTICLE XII—Volume and Weights of Containers.**

For the purposes of the calculations in this order, the following volumes and weights shall be used:

A. The weight of one quart of milk shall be taken as two and fifteen hundreds (2.15) pounds.

B. One hundred pounds of milk shall be deemed to be equivalent to forty-six and one-half (46½) quarts of milk.

C. The milk contained in a forty quart can filled to the neck shall be deemed to weigh eighty-five (85) pounds.

D. The milk contained in a twenty-quart (20) can filled to the neck shall be deemed to weigh forty-two and one-half (42½) pounds.

E. The cream contained in a forty-quart (40) can of forty percent (40%) butterfat content, filled to the neck, shall be deemed to weigh eighty-two and one-half (82½) pounds and shall be deemed to contain thirty-three (33) pounds of butterfat.

This order shall become effective as herein above stated, to wit, July 1, 1937, at 12:01 A.M.

MILK CONTROL BOARD

Chairman  
Administrator  
Secretary

Upon motion duly made and seconded, it was voted unanimously that Official Order No. A-33, which reads as follows, shall be adopted:

Official Order No. A-33 { Fixing minimum retail and  
wholesale prices for milk and  
cream in Area No. 17.

Pursuant to authority granted to the Milk Control Board by virtue of Chapter 376 of the Acts of 1934, as amended by Chapter 300 of the Acts of 1936, and further amended by Chapter 428 of the Acts of 1937, and as a result of an investigation and examination having been made and due deliberation having been had, and by vote of the members of the Milk Control Board at their meeting on Wednesday, June 23, 1937, it is hereby ordered.

That on and after 12:01 A. M.; July 1, 1937; all sales of milk as defined in Section 3, Chapter 376 of the Acts of 1934, as amended by Chapter 300 of the Acts of 1936; and further amended by Chapter 428 of the Acts of 1937, in Marketing Area No. 17 shall be made at not less than the

applicable minimum prices, and in accordance with the rulings, set forth in the following articles:

**ARTICLE I DEFINITION OF MILK MARKETING AREA No. 17**

Milk Marketing Area No. 17 includes the following cities and towns: Arlington, Belmont, Beverly, Boston, Braintree, Brookline, Burlington, Cambridge, Chelsea, Dedham, Everett, Hull, Lexington, Lynn, Malden, Marblehead, Medford, Melrose, Milton, Nahant, Needham, Newton, North Reading, Peabody, Quincy, Reading, Revere, Salem, Saugus, Somerville, Stoneman, Swampscott, Wakefield, Waltham, Watertown, Wellesley, Weymouth, Wilmington, Winchester, Winthrop, Woburn.

**ARTICLE II MINIMUM MILK PRICES**

	Retail delivered by dealer to consumer.	Retail over counter by store to consumer.	Wholesale delivered
<b>GRADE A MILK</b>			
Quart bottles	\$ .16	\$ .15	\$ 13 1/2
Pint "	.11 1/2	.10 1/2	.09
10-ounce "	—	—	.06
Half-pint "	—	—	.05
40 quart cans	—	—	4.20
20 quart cans	—	—	2.15
8 quart cans	—	—	.90
<b>MILK (MARKET)</b>			
Quart bottles	.13	.12	.10 1/2
Pint "	.09	.08	.06 1/2
10-ounce "	—	—	.04 1/2
Half-pint "	—	—	.03 1/4
40 quart cans	—	—	3.60
20 quart cans	—	—	1.85
8 quart cans	—	—	.78
<b>BUTTERMILK</b>			
Quart bottles	.10	.09	.08
Pint "	.07	.06	.05
Half-pint "	—	—	.03
8 quart cans	.55	—	.45
20 quart cans	—	—	.90
40 quart cans	—	—	1.65
<b>SKIM MILK</b>			
Quart bottles	.09	—	.07
8 quart cans	—	—	.35
20 quart cans	—	—	.70
40 quart cans	—	—	1.25

## ARTICLE III. MINIMUM SWEET CREAM PRICES

	Retail delivered by dealer to consumer	Retail over counter by store to consumer	Wholesale delivered.
<b>EXTRA HEAVY CREAM</b>			
38% to 40% B. F.			
Quart bottles	\$ .71	\$ .66	\$ .61
Pint "	.39	.36	.32
Half-pint "	.21	.19	.17
<b>HEAVY CREAM</b>			
34% to 36% B.F.			
Quart bottles	.65	.60	.55
Pint "	.35	.32	.29
Half-pint "	.19	.17	.15
<b>MEDIUM CREAM</b>			
25% to 27% B.F.			
Quart bottles	.54	.49	.44
Pint "	.29	.26	.23
Half-pint "	.16	.14	.12
<b>LIGHT CREAM</b>			
18% to 20% B.F.			
Quart bottles	.40	.37	.33
Pint "	.21	.19	.17
Half-pint "	.13	.12	.10

SWEET CREAM IN 40, 20 AND 8 QUART CONTAINERS DELIVERED  
MILK MARKETING AREA No. 17 (GREATER BOSTON MARKET)

	38% to 40%	34% to 36%	30%	25% to 27%	18% to 20%	16%
40-qt.	\$17.50	\$15.50	\$13.50	\$11.50	\$9.50	\$7.75
20-qt.	9.00	8.00	7.25	6.25	5.50	4.50
8 qts.	4.00	3.50	3.20	2.60	2.10	1.85

## MINIMUM SOUR CREAM PRICES

	Retail delivered by dealer to consumer	Retail over counter by store to consumer	Wholesale delivered.
Pint bottles	\$ .21	\$ .20	\$ .17
Half-pint bottles	.13	.12	.10

SOUR CREAM IN 40, 20 AND 8 QUART CONTAINERS DELIVERED  
MILK MARKETING AREA No. 17 (GREATER BOSTON MARKET)

40 quarts	\$9.50
20 quarts	5.50
8 quarts	2.10

**ARTICLE IV MINIMUM PRICES COVERING SALES TO INTERMEDIATE DEALERS BY PASTEURIZING DEALER**

(Prices f.o.b. pasteurizing dealer's platform)

**MILK (MARKET)** (1) When the pasteurizing dealer furnishes milk, bottles, caps, and cases the minimum price shall be 9¢ per quart bottle.

(2) When the pasteurizing dealer furnishes only milk, the minimum price shall be 8½¢ per quart bottle.

(3) When the pasteurizing dealer furnishes milk, bottles, caps, and cases the minimum price shall be 6¢ per pint bottle and 3¢ per half-pint bottle.

(4) The minimum price for 8-quart cans of milk shall be 64¢ per can.

**CREAM** The minimum price for half-pint bottles of 18% to 20% cream and 34% to 36% cream shall be 2¢ per half-pint bottle below the applicable "wholesale delivered" price indicated under Article III.

**ARTICLE V SCHEDULE RULINGS FOR AREA No. 17**

1. A minimum charge of 5¢ per bottle shall be made to and by stores purchasing milk and cream in glass bottles for resale, such bottles to be redeemed at the same figure.

2. A minimum charge of 3¢ per bottle shall be made to and by stores purchasing sour cream in glass bottles for resale, such bottles to be redeemed at the same figure.

3. An additional charge of 1¢ per unit shall be made over and above the applicable store price schedule set forth above in Article II and III, when milk and/or cream is delivered by a store to the consumer's residence.

4. An additional charge of 1¢ per container shall be made over and above the applicable price set forth above

in Articles II and III where milk and/or cream is sold at wholesale or retail in a paper container.

5. Sales of Vitamin "D" milk shall be made at the rate of at least 1¢ per quart above the applicable prices set forth above in Article II.

6. Sales of cream having a butterfat percentage not exceeding 40% shall be made only at or within the percentage or percentages specified above in Article III.

7. Sales of milk and cream shall be made only in the containers of the sizes and type specified above in Articles II and III.

8. Sales of milk and/or cream to welfare or relief recipients or agencies shall be made in accordance with the schedule of applicable prices as set forth above in Articles II and III.

9. Skimmed milk will not be bottled except by doctor's prescription.

10. No discounts, rebates or free samples shall be given by milk dealers except as provided for by these rulings.

This order shall become effective as herein above stated, to wit, July 1, 1937, at 12:01 A.M.

MILK CONTROL BOARD

Chairman

Administrator

Secretary

JOHN M. WHOULEY

Secretary

I hereby certify that I am the officer in charge of the minutes of the meetings of the Massachusetts Milk Control Board and further certify that the foregoing is a true copy of a portion of the minutes of the Meeting of the Massachusetts Milk Control Board, held on June 23, 1937.

JOHN M. WHOULEY

Secretary

There personally appeared before me the above named, John M. Whouley, who made oath to the truth of the foregoing statement.

HERMAN M. BATES

Boston, Mass.

Notary Public (Seal)

January 8, 1938.

This is to certify that John M. Whouley was the Secretary of the Massachusetts Milk Control Board on June 23, 1937 and is such Secretary today.

J. C. CORT

Administrator

THE COMMONWEALTH OF MASSACHUSETTS

84

Office of the Secretary

Boston, Jan 8 - 1938

I hereby certify, That at the date of the attestation hereunto annexed, Joseph C. Cort was the Administrator, Milk Control Board, for and within this Commonwealth duly appointed and qualified and that to his acts and attestations, as such, full faith and credit are and ought to be given, in and out of Court; and further, that his signature to the annexed instrument is genuine.

IN TESTIMONY OF WHICH, I have hereunto affixed the GREAT SEAL OF THE COMMONWEALTH the date first above written.

F. W. COOK

(Seal)

Secretary of the Commonwealth.

## EXHIBIT 9.

## MARKET ADMINISTRATOR

under the

## Federal Milk Order

issued by the Secretary of Agriculture for the

## GREATER BOSTON MARKETING AREA

Room 407 Post Office Building

Boston, Massachusetts

August 6, 1937

Gentlemen:

Your attention is called to Section 2 of Article III of the amended Order which became effective August 1, 1937, which reads as follows:

*"Inter-Handler or Non-Handler Sales. Milk, including skim milk, sold by a handler to another handler or to a person who is not a handler and who distributes milk or manufactures milk products shall be presumed to be Class I milk. In the event that such selling handler, on or before the date fixed for filing reports pursuant to article V, notifies the Market Administrator that such milk, or a part thereof has been sold or used by such purchaser other than as Class I milk, such milk, or part thereof, shall be classified as Class II milk; provided, that if such selling handler does not, on or before the fifteenth day after the end of the delivery period during which such sale was made, furnish proof satisfactory to the Market Administrator in support of the above notification, such milk or part thereof shall then be classified as Class I milk and so included in the statement rendered to the selling handler pursuant to paragraph 3 of section 1 of article VIII."*

In the case of sales of whole milk or skim milk to manufacturers of milk by-products who have no fluid milk distribution, an affidavit from the buyer, together with the right to examine his books and records, will be accepted by the Administrator as satisfactory proof of the use of such

milk. The same evidence will be accepted as satisfactory proof in the case of sales of skim milk only to other handlers.

Enclosed is a copy of an affidavit which is satisfactory for this purpose. Under separate cover we are sending you a small supply of these affidavit forms and can furnish you with an additional supply upon your request. You will note that this form is designed to be attached to the invoice which is rendered to the buyer of the milk. The "Condition of Sale" statement at the top of the form is intended to protect the selling handler so that he can adjust his billing for the product if the buyer fails to furnish satisfactory proof of the use of the product as Class II milk.

In the case of sales of whole milk to milk distributors outside the Greater Boston Marketing Area or to handlers within the area who do not buy milk directly from producers, the presumption that the milk was used for fluid milk purposes is stronger and an affidavit by the buyer will not be accepted as satisfactory proof of the use of the milk. In such cases an audit of the buyer's records is required. If the buyer of such milk is a handler buying milk from producers in the Greater Boston Marketing Area, evidence as to the use of the milk will be found in the course of the regular audit of such handler's records by the Market Administrator. If the buyer is a milk dealer who does not buy milk from producers within the Greater Boston Marketing Area, whole milk sold to him will be considered as Class I milk unless a certificate signed by a certified public accountant regarding the use of the milk is provided to the Market Administrator. This certificate must contain the information outlined on the enclosed certificate form. These forms will also be provided upon request.

The Market Administrator, in accepting affidavits and certificates tentatively as satisfactory proof, reserves the right to examine the records of the purchaser to verify the statements contained in the affidavit or certificate. If such examination reveals a statement in an affidavit or certificate as being inaccurate, the selling handler will be held

responsible for accounting for the milk, according to the correct classification as determined by the Market Administrator's audit.

It should be noted that nothing contained herein applies to sales of whole milk to restaurants, bakeries, hotels, and the like. Such sales are definitely Class I milk, according to the terms of the Order.

If there is any point in connection with the furnishing of satisfactory proof in the case of inter-handler sales which is not clear, I should be glad to provide you with any further information which you may request.

Very truly yours,

SAMUEL W. TATOR

Samuel W. Tator

Market Administrator

enclosures

Forms 11 and 12

P-2(S)

Form 11 Rev. (0-4)

**CERTIFICATE OF USE OF MILK PURCHASES**

This certificate must be submitted by the selling handler on or before the 15th day after the end of the delivery period in which the sale was made.

*To the Market Administrator for the Greater Boston Marketing Area*

I have examined the accounts of..... for the period from..... to.....

Using the definitions of Class I milk and Class II milk contained in Federal Order No. 4, I certify that, to the best of my knowledge and belief, the total fluid milk handled by the above dealer in this period should be classified as follows:

	Pounds	% of Total
Class I milk	.....	.....
Class II milk	.....	.....
Total milk handled		100.0%

The amount of milk received by the above dealer from ..... in the above period was ..... pounds.  
(selling handler)

.....  
(Must be signed by  
Certified Public Accountant)

\* *Notice to Handler*—This is the maximum percentage of your milk sold to the above dealer which can be accounted for as Class II milk, on the basis of this proof of use.

#### CONDITION OF SALE

In order to be able to account to the Market Administrator for the Greater Boston Marketing Area for the milk sold to you at less than the Class I price, it is necessary to have the appended statement filled in and signed by you in duplicate and returned promptly to us. In the event that the Market Administrator requests, and you are unable to provide, satisfactory proof of the utilization of the milk as stated in this affidavit, we reserve the right to make an adjustment in the selling price in accordance with the classification of the milk by the Market Administrator.

#### AFFIDAVIT OF USE OF MILK PURCHASES

This affidavit must be submitted by the selling handler, on or before the 15th day after the end of the delivery period in which the sale was made.

*To the Market Administrator for the Greater Boston Marketing Area*

I, the undersigned, hereby state that of ..... lbs. of whole ..... skim milk received from ..... during the period from ..... to ..... lbs. have been utilized in the manufacture of ..... ; and that ..... lbs. have (insert product manufactured) been sold, used, or distributed as fluid milk.

My records may be examined to verify the above statements.

In witness whereof I have hereunto set my name under the penalties of perjury this..... day of....., 19....

Signature.....

By.....

(Individual authorized to sign)

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**EXHIBIT 9a.**

**MARKET ADMINISTRATOR**

under the

**Federal Milk Order**

issued by the Secretary of Agriculture for the  
**GREATER BOSTON MARKETING AREA**

Room 407 Post Office Building

Boston, Massachusetts

**August 5, 1937**

To Handlers in the Greater Boston Marketing Area who buy milk from Producers:

Enclosed is a copy of a Compilation of Order No. 4 Regulating the Handling of Milk in the Greater Boston, Massachusetts, Marketing Area. This Compilation incorporates the amendments which became effective on August 1, 1937. This document contains the terms of the Order as it is now in effect, including the amendments.

In this letter we would like to point out certain important provisions of the amended order which will directly affect handlers buying milk from producers. The references mentioned will be found in the Compilation of the Order which is enclosed.

Please note in Article III, Section 1, Paragraph 1, that milk not specifically accounted for as Class II milk shall be Class I milk. This means that the handler must keep records which will clearly show the disposition of all milk purchased.

Under Section 2 of the same Article, all milk sold to other handlers is assumed to be Class I milk unless satisfactory proof is furnished to the Market Administrator that all, or any part of it, has been used as Class II milk by the purchasing handler.

In Article IV are set forth the minimum prices which handlers shall pay to producers or to associations of producers.

In Article V it is provided that each handler shall submit his periodic report of receipts and sales of milk *on or before the eighth day* after the end of each delivery period. This Article also provides for reports of information in regard to producers from whom milk is purchased and a submission of records of the amount of money paid to producers. All reports of handlers are subject to verification through audit by the Market Administrator.

In Article VIII it is provided that each handler shall make payments to his producers *on or before the twenty-fifth day* after the end of each delivery period at prices not less than those announced by the Administrator.

Paragraph 3 of Section 1 of the same Article provides for payments to or receipts from the Market Administrator in such amounts as will make each handler's cost for Class I milk and Class II milk equal to the prices specified in the Order.

In Article IX it is provided that a marketing service deduction not to exceed 2 cents per hundredweight shall be made by handlers from payments to producers who are not members of a qualified cooperative association, and paid to the Market Administrator *on or before the twenty-fifth day* after the end of each delivery period. Deductions which have been authorized by members of a qualified cooperative association are to be deducted from payments to such producers and paid to the association.

Under Article X an administration assessment not to exceed 2 cents per hundredweight of milk delivered by producers to the handler is to be paid to the Market Admin-

istrator on or before the twenty-fifth day after the end of each delivery period.

In advance of each report which is required from you under the terms of the Order, I will send you a form upon which to make the report, or a letter explaining in detail the information which is wanted. If you would like any information at this time as to how this amended order will apply to your business, we should be glad to have you call or write to this office.

Very truly yours,

SAMUEL W. TATOR

Samuel W. Tator

Market Administrator

P-1

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EXHIBIT 9b.

MARKET ADMINISTRATOR

under the

Federal Milk Order

issued by the Secretary of Agriculture for the

GREATER BOSTON MARKETING AREA

Room 746, 80 Federal Street

Boston, Massachusetts

August 11, 1937

To Handlers of Milk in the Greater Boston Marketing Area:

Your attention is called to section 2 of Article III of the amended Order which became effective August 1, 1937, which reads as follows:

**"Inter-Handler or Non-Handler Sales.** Milk, including skim milk, sold by a handler to another handler or to a person who is not a handler and who distributes milk or manufactures milk products shall be presumed to be Class I milk. In the event that such selling handler on or before the date fixed for filing reports pursuant to Article V, notifies the Market Ad-

ministrator that such milk, or a part thereof, has been sold or used by such purchaser other than as Class I milk, such milk, or part thereof, shall be classified as Class II milk; provided, that if such selling handler does not, on or before the fifteenth day after the end of the delivery period during which such sale was made, furnish proof satisfactory to the Market Administrator in support of the above notification, such milk or part thereof shall then be classified as Class I milk and so included in the statement rendered to the selling handler pursuant to paragraph 3 of section 1 of article VIII."

In the case of such sales of whole milk or skim milk, an affidavit from the buyer, together with the right to examine his books and records, will be accepted tentatively by the Administrator as satisfactory proof of the use of such milk. Enclosed is a copy of an affidavit which is suitable for this purpose. We can furnish you with a supply upon your request. You will note that this form is designed to be attached to the invoice which is rendered to the buyer of the milk. The "Condition of Sale" statement at the top of the form is intended to protect the selling handler so that he can adjust his billing for the product if the buyer fails to furnish satisfactory proof of the use of the product as Class II milk.

In the case of sales of whole milk to milk distributors who also buy milk from other sources, no larger percentage of the milk bought from Boston handlers will be classified as Class II milk than the percentage of the buyer's total milk which is in Class II, unless the buyer can prove beyond reasonable doubt the exact use of specific lots of milk.

The Market Administrator, in accepting affidavits tentatively as satisfactory proof, reserves the right to examine the records of the purchaser to verify the statements contained in the affidavit. If such examination reveals a statement in an affidavit as being inaccurate, the selling handler will be held responsible for accounting for the milk, ac-

cording to the correct classification as determined by the Market Administrator's audit.

It should be noted that nothing contained herein applies to sales of whole milk to restaurants, bakeries, hotels, and the like. Such sales are definitely Class I milk, according to the terms of the Order.

If there is any point in connection with the furnishing of satisfactory proof in the case of inter-handler sales which is not clear, I should be glad to provide you with any further information which you may request.

Very truly yours,

SAMUEL W. TATOR

Samuel W. Tator.

Market Administrator

enc. Form 12  
GL-2-R

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#### EXHIBIT 9c.

MARKET ADMINISTRATOR

under the

Federal Milk Order

issued by the Secretary of Agriculture for the

GREATER BOSTON MARKETING AREA

Room 746, 80 Federal Street

Boston, Massachusetts

August 17, 1937

To Handlers of Milk in the Greater Boston Marketing Area:

*Re: New Producers*

Your attention is called to Article VIII, Section 1, paragraph 2 of the amended Order issued by the Secretary of Agriculture of the United States, regulating the handling of milk in the Greater Boston Marketing Area, a copy of which was sent you August 5.

This paragraph provides, in effect, that all new producers must be paid the Class II price applicable to the re-

spective plant to which deliveries were made, for all deliveries beginning with the first *regular* delivery and continuing through the two succeeding calendar months.

With respect to classification as between regular producers and new producers, the following interpretations are to be applied:

- (a) Any producer who regularly delivered milk to Boston market handlers from January 10, 1936 to February 8, 1936 is a regular producer.
- (b) Any producer who regularly delivered milk to Boston market handlers at some time after February 8, 1936, for a period continuing through the two full calendar months immediately succeeding a month in which regular milk deliveries began or resumed, is a regular producer.
- (c) Any producer shipping from a farm from which deliveries were made, in accordance with paragraphs (a) and (b) above, is a regular producer.
- (d) All other producers are new producers.
- (e) If a new producer fails to make *regular* deliveries throughout the two and a fraction months, he is to be continually regarded as a new producer and paid the Class II price until he has made *regular* deliveries throughout a similar length of time beginning with a later date on which he may resume shipping.

Very truly yours,

SAMUEL W. TATOR

Samuel W. Tator

Market Administrator

## EXHIBIT 10.

## MARKET ADMINISTRATOR

for the

## GREATER BOSTON MARKETING AREA

## UNIFORM PRICES FOR 3.7 MILK, BY ZONES

August 1-15, 1937

	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
--	--	--

For milk delivered to plants located  
within 40 miles of the State House  
in Boston

\$2.643	\$1.598
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For milk delivered to plants located  
more than 40 miles from the State  
House in Boston, as follows:

Zone	Miles		
6	51-60	2.216	1.538
11	101-110	2.175	1.538
12	111-120	2.169	1.538
13	121-130	2.157	1.538
14	131-140	2.145	1.538
15	141-150	2.145	1.538
16	151-160	2.128	1.538
17	161-170	2.128	1.538
18	171-180	2.122	1.538
19	181-190	2.110	1.538
20	191-200	2.098	1.538
21	201-210	2.098	1.538
22	211-220	2.087	1.538
23	221-230	2.081	1.538
24	231-240	2.075	1.538
25	241-250	2.075	1.538
26	251-260	2.063	1.538
27	261-270	2.057	1.538
28	271-280	2.051	1.538
29	281-290	2.051	1.538
30	291-300	2.040	1.538

\*LOCATION DIFFERENTIALS—To the above prices *to regular producers only* are to be added the following amounts:

For milk from farms located within 40 miles of the State House in Boston..... 46¢ per cwt.  
For milk from farms located within 41-80 miles of the State House in Boston..... 23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test.....\$ .039

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2).....Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1).....2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE AUGUST 1-15, 1937 PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1 Total of the respective values of milk \$890,721.64

2 Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII

130,386.78

\$1,021,108.42

3 Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers) 658.79

\$1,020,449.63

4 Total milk received from regular producers 40,767,840 lbs.

\$2.503

5 Deduction for the purpose of retaining a cash balance .04

Basic blended price from which zone prices are calculated \$2.463

	Pounds of Milk	
	Total	Daily Average
Total Receipts reported	40,810,671	2,720,711
Net Class 1 Milk reported	22,917,482	1,527,832
% Class 1 Milk to Total Receipts—	56.16%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
August 27, 1937

**MARKET ADMINISTRATOR**  
**for the**

**GREATER BOSTON MARKETING AREA**

**UNIFORM PRICES FOR 3.7 MILK, BY ZONES**

August 16-31, 1937

	<b>Blended Price per cwt. to Regular Producers*</b>	<b>Class II Price per cwt. to New Producers</b>
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For milk delivered to plants located  
within 40 miles of the State House  
in Boston

\$2.671 . . . \$1.647

For milk delivered to plants located  
more than 40 miles from the State  
House in Boston, as follows:

Zone	Miles		
6	51-60	2.244	1.587
11	101-110	2.203	1.587
12	111-120	2.197	1.587
13	121-130	2.185	1.587
14	131-140	2.173	1.587
15	141-150	2.173	1.587
16	151-160	2.156	1.587
17	161-170	2.156	1.587
18	171-180	2.150	1.587
19	181-190	2.138	1.587
20	191-200	2.126	1.587
21	201-210	2.126	1.587
22	211-220	2.115	1.587
23	221-230	2.109	1.587
24	231-240	2.103	1.587
25	241-250	2.103	1.587
26	251-260	2.091	1.587
27	261-270	2.085	1.587
28	271-280	2.079	1.587
29	281-290	2.079	1.587
30	291-300	2.068	1.587

\***LOCATION DIFFERENTIALS**—To the above prices *to regular producers only* are to be added the following amounts:

For milk from farms located within 40 miles of the State House in Boston.....46¢ per cwt.

For milk from farms located within 41-80 miles of the State House in Boston.....23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test.....\$.040

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2) ..... Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1) ..... 2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE AUGUST 16-31, 1937 PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$943,413.63
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	135,052.94
		<hr/>
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	\$1,078,466.57
		<hr/>
4	Total milk received from regular producers	772.05
		<hr/>
		\$1,077,694.52
4	Total milk received from regular producers	42,574,625 lbs.
	Blended price per cwt.	\$2.531
5	Deduction for the purpose of retaining a cash balance	.04
		<hr/>
	Basic blended price from which zone prices are calculated	\$2.491
		<hr/>
		Pounds of Milk Total      Daily Average
Total Receipts reported	42,623,181	2,663,949
Net Class I Milk reported	24,214,758	1,513,422
% Class I Milk to Total Receipts	56.81%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
September 11, 1937

**MARKET ADMINISTRATOR**  
**for the**  
**GREATER BOSTON MARKETING AREA**  
**UNIFORM PRICES FOR 3.7 MILK, BY ZONES**  
**September 1-15, 1937**

Blended Price  
per cwt. to  
Regular Producers\*      Class II Price  
per cwt. to  
New Producers

For milk delivered to plants located within 40 miles of the State House in Boston	\$2.452	\$1.683
For milk delivered to plants located more than 40 miles from the State House in Boston, as follows:		

Zone	Miles		
6	51-60	2.025	1.623
11	101-110	1.984	1.623
12	111-120	1.978	1.623
13	121-130	1.966	1.623
14	131-140	1.954	1.623
15	141-150	1.954	1.623
16	151-160	1.937	1.623
17	161-170	1.937	1.623
18	171-180	1.931	1.623
19	181-190	1.919	1.623
20	191-200	1.907	1.623
21	201-210	1.907	1.623
22	211-220	1.896	1.623
23	221-230	1.890	1.623
24	231-240	1.884	1.623
25	241-250	1.884	1.623
26	251-260	1.872	1.623
27	261-270	1.866	1.623
28	271-280	1.860	1.623
29	281-290	1.860	1.623
30	291-300	1.849	1.623

\***LOCATION DIFFERENTIALS**—To the above prices to *regular producers only* are to be added the following amounts:

For milk from farms located within 40

miles of the State House in Boston.....46¢ per cwt.

For milk from farms located within 41-80

miles of the State House in Boston.....23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers,

for each 1/10 of 1% variation from 3.7% test.....\$.041

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2)..... Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1)..... 2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS,  
MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE  
UNIFORM PRICES ANNOUNCED FOR THE SEPTEMBER 1-15, 1937  
PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$377,629.23
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	60,668.15
		<hr/>
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Pro- ducers)	479.46
		<hr/>
4	Total milk received from regular pro- ducers	18,938,804 lbs.
	Blended price per cwt.	\$2.312
5	Deduction for the purpose of retain- ing a cash balance	.04
	Basic blended price from which zone prices are calculated	<hr/> \$2.272

	Total	Pounds of Milk Daily Average
Total Receipts reported	18,968,244	1,264,550
Net Class I Milk reported	6,347,588	423,173
% Class I Milk to Total Receipts	—33.46%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
September 28, 1937

**MARKET ADMINISTRATOR**  
 for the  
**GREATER BOSTON MARKETING AREA**  
**UNIFORM PRICES FOR 3.7 MILK, BY ZONES**  
 September 16-30, 1937

Blended Price  
per cwt. to  
Regular Producers\*      Class II Price  
per cwt. to  
New Producers

For milk delivered to plants located  
within 40 miles of the State House  
in Boston

\$2.435      \$1.698

For milk delivered to plants located  
more than 40 miles from the State  
House in Boston, as follows:

Zone	Miles	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
6	51-60	2.008	1.638
11	101-110	1.967	1.638
12	111-120	1.961	1.638
13	121-130	1.949	1.638
14	131-140	1.937	1.638
15	141-150	1.937	1.638
16	151-160	1.920	1.638
17	161-170	1.920	1.638
18	171-180	1.914	1.638
19	181-190	1.902	1.638
20	191-200	1.890	1.638
21	201-210	1.890	1.638
22	211-220	1.879	1.638
23	221-230	1.873	1.638
24	231-240	1.867	1.638
25	241-250	1.867	1.638
26	251-260	1.855	1.638
27	261-270	1.849	1.638
28	271-280	1.843	1.638
29	281-290	1.843	1.638
30	291-300	1.832	1.638

**\*LOCATION DIFFERENTIALS**—To the above prices to *regular producers only* are to be added the following amounts:

For milk from farms located within 40 miles of the State House in Boston.....46¢ per cwt.

For milk from farms located within 41-80 miles of the State House in Boston.....23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test.....\$0.041

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2) ..... Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1) ..... 2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS,  
MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE  
UNIFORM PRICES ANNOUNCED FOR THE SEPTEMBER 16-30, 1937,  
PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$368,731.06
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	60,668.99
		<hr/>
		\$429,400.05
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	737.34
		<hr/>
		\$428,612.71
4	Total milk received from regular producers	<u>18,677,477 lbs.</u>
	Blended price per cwt.	\$2.295
5	Deduction for the purpose of retaining a cash balance	.04.
		<hr/>
	Basic blended price from which zone prices are calculated	<u>\$2.255</u>
		<hr/>
		Pounds of Milk Total                      Daily Average
Total Receipts reported	18,725,213	1,248,348
Net Class I Milk reported	5,646,952	376,463
% Class I Milk to Total Receipts—	30.16%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
October 11, 1937

**MARKET ADMINISTRATOR**  
**for the**  
**GREATER BOSTON MARKETING AREA**  
**UNIFORM PRICES FOR 3.7 MILK, BY ZONES**  
**October 1-15, 1937**

Blended Price  
per cwt. to  
Regular Producers\*      Class II Price  
per cwt. to  
New Producers

For milk delivered to plants located within 40 miles of the State House in Boston	\$2.422	\$1.646
For milk delivered to plants located more than 40 miles from the State House in Boston, as follows:		

Zone	Miles		
6	51-60	1.995	1.586
10	91-100	1.960	1.586
11	101-110	1.954	1.586
12	111-120	1.948	1.586
13	121-130	1.936	1.586
14	131-140	1.924	1.586
15	141-150	1.924	1.586
16	151-160	1.907	1.586
17	161-170	1.907	1.586
18	171-180	1.901	1.586
19	181-190	1.889	1.586
20	191-200	1.877	1.586
21	201-210	1.877	1.586
22	211-220	1.866	1.586
23	221-230	1.860	1.586
24	231-240	1.854	1.586
25	241-250	1.854	1.586
26	251-260	1.842	1.586
27	261-270	1.836	1.586
28	271-280	1.830	1.586
29	281-290	1.830	1.586
30	291-300	1.819	1.586

**LOCATION DIFFERENTIALS**—To the above prices *to regular producers only* are to be added the following amounts:

For milk from farms located within 40 miles of the State House in Boston . . . . . 46¢ per cwt.  
 For milk from farms located within 41-80 miles of the State House in Boston . . . . . 23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test.....\$ .04

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2).....Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1).....2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE OCTOBER 1-15, 1937 PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$342,700.13
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	57,252.41
		<hr/>
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	\$399,952.54
		<hr/>
4	Total milk received from regular producers	396.37
		<hr/>
5	Blended price per cwt.	\$399,556.17
		<hr/>
4	Total milk received from regular producers	17,510,183 lbs.
5	Deduction for the purpose of retaining a cash balance	\$2.282
		<hr/>
	Basic blended price from which zone prices are calculated	.04
		<hr/>
		\$2.242
		<hr/>
		Pounds of Milk Total      Daily Average
Total Receipts reported	17,535,175	1,169,012
Net Class I Milk reported	5,702,205	380,147
% Class I Milk to Total Receipts—	32.52%	

Office of the Market Administrator  
 Room 746, 80 Federal Street, Boston, Mass.  
 October 27, 1937

MARKET ADMINISTRATOR  
 for the

GREATER BOSTON MARKETING AREA

UNIFORM PRICES FOR 3.7 MILK, BY ZONES

October 16-31, 1937

		Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
For milk delivered to plants located within 40 miles of the State House in Boston		\$2.583	\$1.676
For milk delivered to plants located more than 40 miles from the State House in Boston, as follows:			
Zone	Miles		
6	51-60	2.156	1.616
10	91-100	2.121	1.616
11	101-110	2.115	1.616
12	111-120	2.109	1.616
13	121-130	2.097	1.616
14	131-140	2.085	1.616
15	141-150	2.085	1.616
16	151-160	2.068	1.616
17	161-170	2.068	1.616
18	171-180	2.062	1.616
19	181-190	2.050	1.616
20	191-200	2.038	1.616
21	201-210	2.038	1.616
22	211-220	2.027	1.616
23	221-230	2.021	1.616
24	231-240	2.015	1.616
25	241-250	2.015	1.616
26	251-260	2.003	1.616
27	261-270	1.997	1.616
28	271-280	1.991	1.616
29	281-290	1.991	1.616
30	291-300	1.980	1.616

\*LOCATION DIFFERENTIALS—To the above prices to regular  
 producers only are to be added the following amounts:

For milk from farms located within 40 miles of the State House in Boston..... 46¢ per cwt.  
 For milk from farms located within 41-80 miles of the State House in Boston..... 23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test..... \$0.041

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations (Art. IX—Sec. 2)..... Such deductions as are authorized by members  
 From non-members (Art. IX—Sec. 1)..... 2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE OCTOBER 16-31, 1937 PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$327,992.79
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	52,603.56
		<hr/>
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	\$380,596.35
		472.38
		<hr/>
4	Total milk received from regular producers	\$380,123.97
	15,792,464 lbs.	
	Blended price per cwt.	\$2.407
5	Deduction for the purpose of retaining a cash balance	.04
		<hr/>
		\$2.367

6 Addition for the purpose of distributing cash balance available .036

Basic blended price from which zone prices are calculated \$2.403

	Total	Pounds of Milk Daily Average
Total Receipts reported	15,821,612	.988,851
Net Class I Milk reported	6,765,991	422,874
% Class I Milk to Total Receipts	42.76%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
November 12, 1937

**MARKET ADMINISTRATOR**

for the

**GREATER BOSTON MARKETING AREA**

**UNIFORM PRICES FOR 3.7 MILK, BY ZONES**

November 1-15, 1937

	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
--	--	--

For milk delivered to plants located within 40 miles of the State House in Boston \$2.782 \$1.746

For milk delivered to plants located more than 40 miles from the State House in Boston, as follows:

Zone	Miles	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
6	51-60	2.355	1.686
10	91-100	2.320	1.686
11	101-110	2.314	1.686
12	111-120	2.308	1.686
13	121-130	2.296	1.686
14	131-140	2.284	1.686
15	141-150	2.284	1.686
16	151-160	2.267	1.686
17	161-170	2.267	1.686
18	171-180	2.261	1.686
19	181-190	2.249	1.686
20	191-200	2.237	1.686
21	201-210	2.237	1.686
22	211-220	2.226	1.686

23	221-230	2.220	1.686
24	231-240	2.214	1.686
25	241-250	2.214	1.686
26	251-260	2.202	1.686
27	261-270	2.196	1.686
28	271-280	2.190	1.686
29	281-290	2.190	1.686
30	291-300	2.179	1.686

**\*LOCATION DIFFERENTIALS**—To the above prices *to regular producers only* are to be added the following amounts:

For milk from farms located within 40 miles of the State House in Boston.....40.8¢ per cwt.

For milk from farms located within 41-80 miles of the State House in Boston.....23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test.....\$.043

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2).....Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1).....2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE NOVEMBER 1-15, 1937 PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$290,062.46
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	41,747.68
		<hr/>
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	459.22
		<hr/>
		\$331,350.92

4	Total milk received from regular pro- ducers	<u>12,759,511 lbs.</u>	
	Blended price per cwt.	\$2.597	
5	Deduction for the purpose of retain- ing a cash balance	.04	
		<u>\$2.557</u>	
6	Addition for the purpose of distrib- uting cash balance available	.045	
		<u>\$2.602</u>	
	Basic blended price from which zone prices are calculated		

		Pounds of Milk Total	Daily Average
Total Receipts reported		12,786,666	852,444
Net Class I Milk reported		7,570,563	504,704
% Class I Milk to Total Receipts—	59.21%		

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
November 27, 1937

MARKET ADMINISTRATOR  
for the  
GREATER BOSTON MARKETING AREA  
UNIFORM PRICES FOR 3.7 MILK, BY ZONES

November 16-30, 1937

Blended Price per cwt. to  
Regular Producers\*      Class II Price per cwt. to  
New Producers

For milk delivered to plants located within 40 miles of the State House in Boston	\$2.836	\$1.851
For milk delivered to plants located more than 40 miles from the State House in Boston, as follows:		

Zone.	Miles		
6	51-60	.39	1.791
10	91-100	2.374	1.791

11	101-110	2.368	1.791
12	111-120	2.362	1.791
13	121-130	2.350	1.791
14	131-140	2.338	1.791
15	141-150	2.338	1.791
16	151-160	2.321	1.791
17	161-170	2.321	1.791
18	171-180	2.315	1.791
19	181-190	2.303	1.791
20	191-200	2.291	1.791
21	201-210	2.291	1.791
22	211-220	2.280	1.791
23	221-230	2.274	1.791
24	231-240	2.268	1.791
25	241-250	2.268	1.791
26	251-260	2.256	1.791
27	261-270	2.250	1.791
28	271-280	2.244	1.791
29	281-290	2.244	1.791
30	291-300	2.233	1.791

**\*LOCATION DIFFERENTIALS.** To the above prices *to regular producers only* are to be added the following amounts:

For milk from farms located within 40 miles of the State House in Boston.... 35.4¢ per ewt.  
For milk from farms located within 41-80 miles of the State House in Boston..... 23¢ per ewt.

**BUTTERFAT DIFFERENTIAL.** To all producers, for each 1/10 of 1% variation from 3.7% test..... \$.046

**DEDUCTIONS.** From all of the above prices, deductions are to be made as follows:

From members of qualified associations (Art. IX—Sec. 2)..... Such deductions as are authorized by members  
From non-members (Art. IX—Sec. 1)..... 2¢ per ewt.

MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS,  
MARKETING AREA

EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE  
UNIFORM PRICES ANNOUNCED FOR THE NOVEMBER 16-30, 1937  
PERIOD (Art. VII—Sec. 2—Par. 7)

Art. VII—Sec. 2

Par. 1	Total of the respective values of milk	\$287,973.27
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	40,407.12
		<hr/>
		\$328,380.39
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	519.02
		<hr/>
		\$327,861.37
4	Total milk received from regular producers	12,389,066 lbs.
	Blended price per cwt.	\$2.646
5	Deduction for the purpose of retaining a cash balance	.04
		<hr/>
6	Addition for the purpose of distributing cash balance available	.05
		<hr/>
	Basic blended price from which zone prices are calculated	\$2.656
		<hr/>
		Pounds of Milk Total      Daily Average
Total Receipts reported	12,417,965	827,864
Net Class I Milk reported	7,484,730	498,982
% Class I Milk to Total Receipts—60.27%		

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
December 11, 1937

**MARKET ADMINISTRATOR**  
**for the**  
**GREATER BOSTON MARKETING AREA**  
**UNIFORM PRICES FOR 3.7 MILK, BY ZONES**  
**December 1-15, 1937**

Blended Price  
per cwt. to  
Regular Producers\*      Class II Price  
per cwt. to  
New Producers

For milk delivered to plants located  
within 40 miles of the State House  
in Boston

\$2.817      \$1.905

For milk delivered to plants located  
more than 40 miles from the State  
House in Boston, as follows:

Zone	Miles		
6	51-60	2.390	1.845
10	91-100	2.355	1.845
11	101-110	2.349	1.845
12	111-120	2.343	1.845
13	121-130	2.331	1.845
14	131-140	2.319	1.845
15	141-150	2.319	1.845
16	151-160	2.302	1.845
17	161-170	2.302	1.845
18	171-180	2.296	1.845
19	181-190	2.284	1.845
20	191-200	2.272	1.845
21	201-210	2.272	1.845
22	211-220	2.261	1.845
23	221-230	2.255	1.845
24	231-240	2.249	1.845
25	241-250	2.249	1.845
26	251-260	2.237	1.845
27	261-270	2.231	1.845
28	271-280	2.225	1.845
29	281-290	2.225	1.845
30	291-300	2.214	1.845

\*LOCATION DIFFERENTIALS—To the above prices *to regular producers only* are to be added the following amounts:

For milk from farms located within 40 miles of the State House in Boston....37.3¢ per cwt.

For milk from farms located within 41-80 miles of the State House in Boston,....23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test.....\$048

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2).....Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1).....2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE DECEMBER 1-15, 1937**

PERIOD (Art. VII—Sec. 2—Par. 7)

Art. VII—Sec. 2

Par. 1 Total of the respective values of milk \$295,503.47

2 Total net amount of the differentials  
applicable pursuant to Section 4 of  
Art. VIII

41,630.35

\$337,133.82

3 Total amount to be paid to producers  
pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)

817.92

\$336,315.90

4 Total milk received  
from regular producers 12,839,837 lbs.

\$2.619

5 Deduction for the purpose of retaining  
a cash balance

.04

\$2.579

6 Addition for the purpose of distributing  
cash balance available

.058

Basic blended price from which zone  
prices are calculated

\$2.637

	Total	Pounds of Milk Daily Average
Total Receipts reported	12,883,936	858,929
Net Class I Milk reported	6,910,531	460,702
% Class I milk to Total Receipts—	53.64%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
December 27, 1937

**MARKET ADMINISTRATOR**  
for the  
**GREATER BOSTON MARKETING AREA**  
**UNIFORM PRICES FOR 3.7 MILK, BY ZONES**

December 16-31, 1937

	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
For milk delivered to plants located within 40 miles of the State House in Boston	\$2.68	\$1.767
For milk delivered to plants located more than 40 miles from the State House in Boston, as follows:		

Zone	Miles		
6	51-60	2.253	1.707
10	91-100	2.218	1.707
11	101-110	2.212	1.707
12	111-120	2.206	1.707
13	121-130	2.194	1.707
14	131-140	2.182	1.707
15	141-150	2.182	1.707
16	151-160	2.165	1.707
17	161-170	2.165	1.707
18	171-180	2.159	1.707
19	181-190	2.147	1.707
20	191-200	2.135	1.707
21	201-210	2.135	1.707
22	211-220	2.124	1.707
23	221-230	2.118	1.707
24	231-240	2.112	1.707
25	241-250	2.112	1.707
26	251-260	2.100	1.707

27	261-270	2.094	1.707
28	271-280	2.088	1.707
29	281-290	2.088	1.707
30	291-300	2.077	1.707

\***LOCATION DIFFERENTIALS**—To the above prices to *regular producers only* are to be added the following amounts:

For milk from farms located within 40

miles of the State House in Boston.....46¢ per cwt.

For milk from farms located within 41-80

miles of the State House in Boston.....23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers,

for each 1/10 of 1% variation from 3.7% test. .\$.045

**DEDUCTIONS**—From all the above prices deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2).....Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1).....2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE DECEMBER 16-31, 1937**

**PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$311,323.57
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	<u>45,376.37</u>
		<u>\$356,699.94</u>
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	<u>1,300.77</u>
		<u>\$355,399.17</u>
4	Total milk received from regular producers	<u>14,206,552 lbs.</u>

	Blended price per cwt.	\$2.502
5	Deduction for the purpose of retaining a cash balance	.04
		<u>\$2.462</u>
6	Addition for the purpose of distributing cash balance available	.038
		<u>\$2.500</u>

	Total	Pounds of Milk Daily Average
Total Receipts reported	14,282,368	892,648
Net Class I Milk reported	6,887,403	430,463
% Class I Milk to Total Receipts	—48.22%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
January 12, 1938

MARKET ADMINISTRATOR  
for the  
GREATER BOSTON MARKETING AREA  
UNIFORM PRICES FOR 3.7 MILK, BY ZONES

January 1-15, 1938

Blended Price  
per cwt. to  
Regular Producers\*      Class II Price  
per cwt. to  
New Producers

For milk delivered to plants located  
within 40 miles of the State House  
in Boston

\$2.577      \$1.558

For milk delivered to plants located  
more than 40 miles from the State  
House in Boston, as follows:

Zone	Miles	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
6	51-60	2.150	1.498
10	91-100	2.115	1.498
11	101-110	2.109	1.498
12	111-120	2.103	1.498
13	121-130	2.091	1.498
14	131-140	2.079	1.498

15	141-150	2.079	1.498
16	151-160	2.062	1.498
17	161-170	2.062	1.498
18	171-180	2.056	1.498
19	181-190	2.044	1.498
20	191-200	2.032	1.498
21	201-210	2.032	1.498
22	211-220	2.021	1.498
23	221-230	2.015	1.498
24	231-240	2.009	1.498
25	241-250	2.009	1.498
26	251-260	1.997	1.498
27	261-270	1.991	1.498
28	271-280	1.985	1.498
29	281-290	1.985	1.498
30	291-300	1.974	1.498

**LOCATION DIFFERENTIALS**—To the above prices *to regular producers only* are to be added the following amounts:

For milk from farms located within 40 miles of the State House in Boston..... 46¢ per cwt.  
 For milk from farms located within 41-80 miles of the State House in Boston..... 23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test..... \$0.39

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations (Art. IX—Sec. 2)..... Such deductions as are authorized by members  
 From non-members (Art. IX—Sec. 1)..... 2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS,  
MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE  
UNIFORM PRICES ANNOUNCED FOR THE JANUARY 1-15, 1938  
PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$279,717.49
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	43,458.50
		<hr/>
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII. (New Producers)	\$323,175.99
		<hr/>
4	Total milk received from regular producers	1,169.72
		<hr/>
5	Blended price per cwt.	\$322,006.27
		<hr/>
6	Deduction for the purpose of retaining a cash balance	.04
		<hr/>
		\$2.343
6	Addition for the purpose of distributing cash balance available	.054
		<hr/>
	Basic blended price from which zone prices are calculated	\$2.397
		<hr/>
		Pounds of Milk Total                      Daily Average
Total Receipts reported	13,592,634	906,176
Net Class I Milk reported	6,394,471	426,298
% Class I Milk to Total Receipts	—47.04%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
January 27, 1938

## MARKET ADMINISTRATOR

for the

## GREATER BOSTON MARKETING AREA

## UNIFORM PRICES FOR 3.7 MILK, BY ZONES

January 16-31, 1938

	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
--	--	--

For milk delivered to plants located  
within 40 miles of the State House  
in Boston

\$2.546      \$1.515

For milk delivered to plants located  
more than 40 miles from the State  
House in Boston, as follows:

Zone	Miles		
6	51-60	2.119	1.455
10	91-100	2.084	1.455
11	101-110	2.078	1.455
12	111-120	2.072	1.455
13	121-130	2.060	1.455
14	131-140	2.048	1.455
15	141-150	2.048	1.455
16	151-160	2.031	1.455
17	161-170	2.031	1.455
18	171-180	2.025	1.455
19	181-190	2.013	1.455
20	191-200	2.001	1.455
21	201-210	2.001	1.455
22	211-220	1.990	1.455
23	221-230	1.984	1.455
24	231-240	1.978	1.455
25	241-250	1.978	1.455
26	251-260	1.966	1.455
27	261-270	1.960	1.455
28	271-280	1.954	1.455
29	281-290	1.954	1.455
30	291-300	1.943	1.455

\*LOCATION DIFFERENTIALS—To the above prices to regular  
producers only are to be added the following amounts:

For milk from farms located within 40  
miles of the State House in Boston.....46¢ per cwt.  
For milk from farms located within 41-80  
miles of the State House in Boston.....23¢ per cwt.

**BUTTERfat DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test.....\$ .038

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2).....Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1).....2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE JANUARY 16-31, 1938. PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$298,509.36
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	46,717.49
		<hr/>
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	\$345,226.85
		<hr/>
4	Total milk received from regular producers	1,372.85
		<hr/>
		\$343,854.00
5	Blended price per cwt.	\$2.364
5	Deduction for the purpose of retaining a cash balance	.04
		<hr/>
		\$2.324
6	Addition for the purpose of distributing cash balance available	.042
		<hr/>
	Basic blended price from which zone prices are calculated	\$2.366
		<hr/>

	Total	Pounds of Milk Daily Average
Total Receipts reported	14,637,193	914,825
Net Class I Milk reported	6,966,617	435,414
% Class I Milk to Total Receipts	—47.60%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
February 12, 1938

**MARKET ADMINISTRATOR**

for the

**GREATER BOSTON MARKETING AREA**

**UNIFORM PRICES FOR 3.7 MILK, BY ZONES**

**February 1-15, 1938**

		Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
For milk delivered to plants located within 40 miles of the State House in Boston		\$2.490	\$1.433
For milk delivered to plants located more than 40 miles from the State House in Boston, as follows:			
Zone	Miles		
6	51-60	2.063	1.373
10	91-100	2.028	1.373
11	101-110	2.022	1.373
12	111-120	2.016	1.373
13	121-130	2.004	1.373
14	131-140	1.992	1.373
15	141-150	1.992	1.373
16	151-160	1.975	1.373
17	161-170	1.975	1.373
18	171-180	1.969	1.373
19	181-190	1.957	1.373
20	191-200	1.945	1.373
21*	201-210	1.945	1.373
22	211-220	1.934	1.373
23	221-230	1.928	1.373
24	231-240	1.922	1.373
25	241-250	1.922	1.373
26	251-260	1.910	1.373

27	261-270	1.904	1.373
28	271-280	1.898	1.373
29	281-290	1.898	1.373
30	291-300	1.887	1.373

\*LOCATION DIFFERENTIALS—To the above prices *to regular producers only* are to be added the following amounts:

For milk from farms located within 40

miles of the State House in Boston..... 46¢ per cwt.

For milk from farms located within 41-80

miles of the State House in Boston..... 23¢ per cwt.

BUTTERFAT DIFFERENTIAL—To all producers,  
for each 1/10 of 1% variation from 3.7% test..... \$036

DEDUCTIONS—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2)..... Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1)..... 2¢ per cwt.

MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS,  
MARKETING AREA

EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE  
UNIFORM PRICES ANNOUNCED FOR THE FEBRUARY 1-15, 1938  
PERIOD (Art. VII—Sec. 2—Par. 7)

Art. VII—Sec. 2

Par. 1 Total of the respective values of milk \$284,465.63  
2 Total net amount of the differentials  
applicable pursuant to Section 4 of  
Art. VIII

45,437.24

---

\$329,902.87

3 Total amount to be paid to producers  
pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)

1,171.19

---

\$328,731.68

4	Total milk received from regular pro- ducers	<u>14,239,895 lbs.</u>	
	Blended price per cwt.		\$2.309
5	Deduction for the purpose of retain- ing a cash balance		.04
			<u>\$2.269</u>
6	Addition for the purpose of distrib- uting cash balance available		.041
	Basic blended price from which zone prices are calculated		<u>\$2.310</u>

		Pounds of Milk Total	Daily Average
Total Receipts reported		14,324,441	954,963
Net Class I Milk reported		6,675,267	445,018
% Class I Milk to Total Receipts—	46.6%		

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
February 26, 1938

MARKET ADMINISTRATOR  
for the  
GREATER BOSTON MARKETING AREA  
UNIFORM PRICES FOR 3.7 MILK, BY ZONES  
February 16-28, 1938

Zone	Miles	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers*
6	51-60	1.976	1.291
10	91-100	1.941	1.291
11	101-110	1.935	1.291
12	111-120	1.929	1.291

13	121-130	1.917	1.291
14	131-140	1.905	1.291
15	141-150	1.905	1.291
16	151-160	1.888	1.291
17	161-170	1.888	1.291
18	171-180	1.882	1.291
19	181-190	1.870	1.291
20	191-200	1.858	1.291
21	201-210	1.858	1.291
22	211-220	1.847	1.291
23	221-230	1.841	1.291
24	231-240	1.835	1.291
25	241-250	1.835	1.291
26	251-260	1.823	1.291
27	261-270	1.817	1.291
28	271-280	1.811	1.291
29	281-290	1.811	1.291
30	291-300	1.800	1.291

**LOCATION DIFFERENTIALS**—To the above prices *to regular producers only* are to be added the following amounts:

For milk from farms located within 40

miles of the State House in Boston.....46¢ per cwt.

For milk from farms located within 41-80

miles of the State House in Boston.....23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test.....\$.035

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2).....Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1).....2¢ per cwt.

MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS,  
MARKETING AREA

EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE  
UNIFORM PRICES ANNOUNCED FOR THE FEBRUARY 16-28, 1938  
PERIOD (Art. VII—Sec. 2—Par. 7)

Art. VII—Sec. 2

Par. 1	Total of the respective values of milk	\$244,191.32
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	41,330.94
		<u>\$285,522.26</u>
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	990.38
		<u>\$284,531.88</u>
4	Total milk received from regular producers	12,820,667 lbs.
	Blended price per cwt.	\$2.219
5	Deduction for the purpose of retaining a cash balance	.04
		<u>\$2.179</u>
6	Addition for the purpose of distributing cash balance available	.044
	Basic blended price from which zone prices are calculated	<u>\$2.223</u>

	Total	Pounds of Milk Daily Average
Total Receipts reported	12,896,740	992,057
Net Class I Milk reported	5,557,824	427,525
% Class I Milk to Total Receipts	—43.09%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
March 12, 1938

**MARKET ADMINISTRATOR**  
**for the**  
**GREATER BOSTON MARKETING AREA**  
**UNIFORM PRICES FOR 3.7 MILK, BY ZONES**  
**March 1-15, 1938**

		Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
For milk delivered to plants located within 40 miles of the State House in Boston.		\$2.373	\$1.355
For milk delivered to plants located more than 40 miles from the State House in Boston, as follows:			
<b>Zone</b>	<b>Miles</b>		
6	51-60	1.946	1.295
10	91-100	1.911	1.295
11	101-110	1.905	1.295
12	111-120	1.899	1.295
13	121-130	1.887	1.295
14	131-140	1.875	1.295
15	141-150	1.875	1.295
16	151-160	1.858	1.295
17	161-170	1.858	1.295
18	171-180	1.852	1.295
19	181-190	1.840	1.295
20	191-200	1.828	1.295
21	201-210	1.828	1.295
22	211-220	1.817	1.295
23	221-230	1.811	1.295
24	231-240	1.805	1.295
25	241-250	1.805	1.295
26	251-260	1.793	1.295
27	261-270	1.787	1.295
28	271-280	1.781	1.295
29	281-290	1.781	1.295
30	291-300	1.770	1.295

**\*LOCATION DIFFERENTIALS**—To the above prices to regular producers only are to be added the following amounts:

For milk from farms located within 40 miles of the State House in Boston.....46¢ per cwt.

For milk from farms located within 41-80 miles of the State House in Boston.....23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test. .... \$0.035

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—See. 2) .... Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1) .... 2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE MARCH 1-15, 1938**

**PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1 Total of the respective values of milk \$293,815.75

2 Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII

50,811.53

\$344,627.28

3 Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)

618.69

\$344,008.59

4 Total milk received from regular producers 15,631,983 lbs.

\$2.201

5 Deduction for the purpose of retaining a cash balance

.04

\$2.161

6 Addition for the purpose of distributing cash balance available

.032

Basic blended price from which zone prices are calculated

\$2.193

	Total	Pounds of Milk Daily Average
Total Receipts reported	15,679,012	1,045,267
Net Class I Milk reported	6,500,569	433,371
% Class I Milk to Total Receipts—	41.46%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
March 26, 1938

**MARKET ADMINISTRATOR  
for the  
GREATER BOSTON MARKETING AREA  
UNIFORM PRICES FOR .7 MILK, BY ZONES**  
March 16-31, 1938

Zone	Miles	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
For milk delivered to plants located within 40 miles of the State House in Boston		\$2.292	\$1,326
For milk delivered to plants located more than 40 miles from the State House in Boston, as follows:			
6	51-60	1.865	1.266
10	91-100	1.830	1.266
11	101-110	1.824	1.266
12	111-120	1.818	1.266
13	121-130	1.806	1.266
14	131-140	1.794	1.266
15	141-150	1.794	1.266
16	151-160	1.777	1.266
17	161-170	1.777	1.266
18	171-180	1.771	1.266
19	181-190	1.759	1.266
20	191-200	1.747	1.266
21	201-210	1.747	1.266
22	211-220	1.736	1.266
23	221-230	1.730	1.266
24	231-240	1.724	1.266
25	241-250	1.724	1.266
26	251-260	1.712	1.266

27	261-270	1.706	1.266
28	271-280	1.700	1.266
29	281-290	1.700	1.266
30	291-300	1.689	1.266

**\*LOCATION DIFFERENTIALS**—To the above prices to *regular producers only* are to be added the following amounts:

For milk from farms located within 40

miles of the State House in Boston..... 46¢ per cwt.

For milk from farms located within 41-80

miles of the State House in Boston..... 23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers,

for each 1/10 of 1% variation from 3.7% test..... \$034

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2)..... Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1)..... 2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE MARCH 16-31, 1938 PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art: VII—Sec. 2**

Par. 1 Total of the respective values of milk \$354,132.03

2 Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII 63,668.95

\$417,800.98

3 Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers) 881.44

\$416,919.54

4 Total milk received from regular producers 19,614,045 lbs.

## Exhibits

Blended price per cwt.	\$2.126
5 Deduction for the purpose of retaining a cash balance	.04
	<u>.04</u>
	\$2.086
6 Addition for the purpose of distributing cash balance available	.026
	<u>.026</u>
Basic blended price from which zone prices are calculated	<u>\$2.112</u>

	Total	Pounds of Milk Daily Average
Total Receipts reported	19,682,637	1,230,165
Net Class I Milk reported	7,292,339	455,771
% Class I Milk to Total Receipts—	37.05%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
April 12, 1938

MARKET ADMINISTRATOR  
for the  
GREATER BOSTON MARKETING AREA  
UNIFORM PRICES FOR 3.7 MILK, BY ZONES  
April 1-15, 1938

Zone	Miles	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
6	51-60	1.812	1.207
10	91-100	1.777	1.207
11	101-110	1.771	1.207
12	111-120	1.765	1.207
13	121-130	1.753	1.207
14	131-140	1.741	1.207

15	141-150	1.741	1.207
16	151-160	1.724	1.207
17	161-170	1.724	1.207
18	171-180	1.718	1.207
19	181-190	1.706	1.207
20	191-200	1.694	1.207
21	201-210	1.694	1.207
22	211-220	1.683	1.207
23	221-230	1.677	1.207
24	231-240	1.671	1.207
25	241-250	1.671	1.207
26	251-260	1.659	1.207
27	261-270	1.653	1.207
28	271-280	1.647	1.207
29	281-290	1.647	1.207
30	291-300	1.636	1.207

**\*LOCATION DIFFERENTIALS**—To the above prices *to regular producers only* are to be added the following amounts:

For milk from farms located within 40

miles of the State House in Boston.....46¢ per cwt.

For milk from farms located within 41-80

miles of the State House in Boston.....23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers,  
for each 1/10 of 1% variation from 3.7% test.....\$033

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2).....Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1).....2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS,  
MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE  
UNIFORM PRICES ANNOUNCED FOR THE APRIL 1-15, 1938  
PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$338,307.50
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	63,872.46
		<hr/>
		\$402,179.96
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	556.67
		<hr/>
		\$401,623.29
4	Total milk received from regular producers	19,510,377 lbs.
	Blended price per cwt.	\$2,059
5	Deduction for the purpose of retaining a cash balance	.04
		<hr/>
6	Addition for the purpose of distributing cash balance available	.04
		<hr/>
	Basic blended price from which zone prices are calculated	\$2,059
		<hr/>
		Pounds of Milk Total      Daily Average
Total Receipts reported	19,555,784	1,303,719
Net Class I Milk reported	6,823,152	454,877
% Class I Milk to Total Receipts—	34.89%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
April 27, 1938

MARKET ADMINISTRATOR  
for the

GREATER BOSTON MARKETING AREA

UNIFORM PRICES FOR 3.7 MILK, BY ZONES

April 16-30, 1938

	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
--	--	--

For milk delivered to plants located  
within 40 miles of the State House  
in Boston.

\$2.099      \$1.163

For milk delivered to plants located  
more than 40 miles from the State  
House in Boston, as follows:

Zone	Miles	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
6	51-60	1.672	1.103
10	91-100	1.637	1.103
11	101-110	1.631	1.103
12	111-120	1.625	1.103
13	121-130	1.613	1.103
14	131-140	1.601	1.103
15	141-150	1.601	1.103
16	151-160	1.584	1.103
17	161-170	1.584	1.103
18	171-180	1.578	1.103
19	181-190	1.566	1.103
20	191-200	1.554	1.103
21	201-210	1.554	1.103
22	211-220	1.543	1.103
23	221-230	1.537	1.103
24	231-240	1.531	1.103
25	241-250	1.531	1.103
26	251-260	1.519	1.103
27	261-270	1.513	1.103
28	271-280	1.507	1.103
29	281-290	1.507	1.103
30	291-300	1.496	1.103

\*LOCATION DIFFERENTIALS--To the above prices ~~to regular~~  
producers only are to be added the following amounts:

For milk from farms located within 40  
miles of the State House in Boston..... 46¢ per cwt.

For milk from farms located within 41-80  
miles of the State House in Boston..... 23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test.....\$ .031

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2).....Such deductions as are authorized by members.

From non-members (Art. IX—Sec. 1).....2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE APRIL 16-30, 1938 PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

1 Par. 1 Total of the respective values of milk \$386,549.43

2 Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII 78,413.63

\$464,963.06

3 Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers) 837.29

\$464,125.77

4 Total milk received from regular producers 24,096,839 lbs.

Blended price per cwt. \$1.926

5 Deduction for the purpose of retaining a cash balance .04

.04

\$1.886

6 Addition for the purpose of distributing cash balance available .033

Basic blended price from which zone prices are calculated \$1.919

	Total	Pounds of Milk Daily Average
Total Receipts reported	24,171,666	1,611,444
Net Class I Milk reported	7,478,767	498,584
% Class I Milk to Total Receipts—30.94%		

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
May 12, 1938

MARKET ADMINISTRATOR  
for the  
GREATER BOSTON MARKETING AREA  
UNIFORM PRICES FOR 3.7 MILK, BY ZONES  
May 1-15, 1938

		Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
For milk delivered to plants located within 40 miles of the State House in Boston		\$2.022	\$1.143
For milk delivered to plants located more than 40 miles from the State House in Boston, as follows:			
Zone	Miles		
6	51-60	1.595	1.083
10	91-100	1.560	1.083
11	101-110	1.554	1.083
12	111-120	1.548	1.083
13	121-130	1.536	1.083
14	131-140	1.524	1.083
15	141-150	1.524	1.083
16	151-160	1.507	1.083
17	161-170	1.507	1.083
18	171-180	1.501	1.083
19	181-190	1.489	1.083
20	191-200	1.477	1.083
21	201-210	1.477	1.083
22	211-220	1.466	1.083
23	221-230	1.460	1.083
24	231-240	1.454	1.083
25	241-250	1.454	1.083
26	251-260	1.442	1.083

27	261-270	1.436	1.083
28	271-280	1.430	1.083
29	281-290	1.430	1.083
30	291-300	1.419	1.083

\***LOCATION DIFFERENTIALS**—To the above prices to *regular producers only* are to be added the following amounts:

For milk from farms located within 40 miles of the State House in Boston.....46¢ per cwt.

For milk from farms located within 41-80 miles of the State House in Boston.....23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test.....\$.03

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2).....Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1).....2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE MAY 1-15, 1938 PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$391,810.53
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	83,051.44
		<hr/>
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	\$474,861.97
		<hr/>
4	Total milk received from regular producers	1,072.92
		<hr/>
		\$473,789.05
		<hr/>
4	Total milk received from regular producers	25,477,038 lbs.

Blended price per cwt.	\$1.86
5 Deduction for the purpose of retaining a cash balance	.04
	<u>.04</u>
	\$1.82
6 Addition for the purpose of distributing cash balance available	.022
	<u>.022</u>
Basic blended price from which zone prices are calculated	<u>\$1.842</u>

	Total	Pounds of Milk Daily Average
Total Receipts reported	25,575,140	1,705,009
Net Class I Milk reported	7,049,747	469,963
% Class I Milk to Total Receipts,—27.56%		

Office of the Market Administrator  
 Room 746, 80 Federal Street, Boston, Mass.  
 May 26, 1938

MARKET ADMINISTRATOR  
 for the  
 GREATER BOSTON MARKETING AREA  
 UNIFORM PRICES FOR 3.7 MILK, BY ZONES

May 16-31, 1938

Blended Price  
per cwt. to  
Regular Producers\*      Class II Price  
per cwt. to  
New Producers

For milk delivered to plants located within 40 miles of the State House in Boston	\$1.960	\$1.111
For milk delivered to plants located more than 40 miles from the State House in Boston, as follows:		

Zone	Miles		
6	51-60	1.533	1.051
10	91-100	1.498	1.051
11	101-110	1.492	1.051
12	111-120	1.486	1.051
13	121-130	1.474	1.051
14	131-140	1.462	1.051

15	141-150	1.462	1.051
16	151-160	1.445	1.051
17	161-170	1.445	1.051
18	171-180	1.439	1.051
19	181-190	1.427	1.051
20	191-200	1.415	1.051
21	201-210	1.415	1.051
22	211-220	1.404	1.051
23	221-230	1.398	1.051
24	231-240	1.392	1.051
25	241-250	1.392	1.051
26	251-260	1.380	1.051
27	261-270	1.374	1.051
28	271-280	1.368	1.051
29	281-290	1.368	1.051
30	291-300	1.357	1.051

\*LOCATION DIFFERENTIALS—To the above prices to *regular producers only* are to be added the following amounts:

For milk from farms located within ~~40~~ miles of the State House in Boston.....~~46~~ per cwt.

For milk from farms located within 41-80 miles of the State House in Boston.....23¢ per cwt.

BUTTERFAT DIFFERENTIAL—To all producers, for each 1/10 of 1% variation from 3.7% test.....\$029

DEDUCTIONS—From all the above prices, deductions are to be made as follows:

From members of qualified associations (Art. IX—Sec. 2).....Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1).....2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS,  
MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE  
UNIFORM PRICES ANNOUNCED FOR THE MAY 16-31, 1938  
PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$450,797.13
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	100,280.36
		<hr/>
		\$551,077.49
3	Total amount to be paid to producers pursuant to paragraph 2 of Sec- tion 1 of Art. VIII (New Pro- ducers)	1,389.47
		<hr/>
		\$549,688.02
4	Total milk received from regular pro- ducers	<u>30,644,561</u> lbs.
5	Blended price per cwt.	\$1.794
5	Deduction for the purpose of retain- ing a cash balance	.04
		<hr/>
6	Addition for the purpose of distrib- uting cash balance available	.026
		<hr/>
	Basic blended price from which zone prices are calculated	<u>\$1.780</u>
		<hr/>
		Pounds of Milk
		Total      Daily Average
Total Receipts reported	30,775,616	1,923,476
Net Class I Milk reported	7,652,966	478,310
% Class I Milk to Total Receipts—24.87%		

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
June 11, 1938

## MARKET ADMINISTRATOR.

for the

## GREATER BOSTON MARKETING AREA

## UNIFORM PRICES FOR 3.7 MILK, BY ZONES

June 1-15, 1938

Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
--	--

For milk delivered to plants located  
within 40 miles of the State House  
in Boston

\$1.92	\$1.049
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For milk delivered to plants located  
more than 40 miles from the State  
House in Boston, as follows:

Zone	Miles	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
6	51-60	1.493	.989
10	91-100	1.458	.989
11	101-110	1.452	.989
12	111-120	1.446	.989
13	121-130	1.434	.989
14	131-140	1.422	.989
15	141-150	1.422	.989
16	151-160	1.405	.989
17	161-170	1.405	.989
18	171-180	1.399	.989
19	181-190	1.387	.989
20	191-200	1.375	.989
21	201-210	1.375	.989
22	211-220	1.364	.989
23	221-230	1.358	.989
24	231-240	1.352	.989
25	241-250	1.352	.989
26	251-260	1.340	.989
27	261-270	1.334	.989
28	271-280	1.328	.989
29	281-290	1.328	.989
30	291-300	1.317	.989

\*LOCATION DIFFERENTIALS—To the above prices to regular  
producers only are to be added the following amounts:

For milk from farms located within 40  
miles of the State House in Boston.....46¢ per cwt.

For milk from farms located within 41-80 miles of the State House in Boston..... 23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test..... \$027

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2)..... Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1)..... 2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE JUNE 1-15, 1938 PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$420,858.96
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	97,434.24
		<hr/>
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	\$518,293.20
		<hr/>
4	Total milk received from regular producers	29,675,524 lbs.
	Blended price per cwt.	\$1.743
5	Deduction for the purpose of retaining a cash balance	.04
		<hr/>
		\$1.703

6 Addition for the purpose of distributing cash balance available .037

Basic blended price from which zone prices are calculated

\$1.740

	Total	Pounds of Milk Daily Average
Total Receipts reported	29,788,371	1,985,891
Net Class I Milk reported	7,326,215	488,414
% Class I Milk to Total Receipts—	24.59%	

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
June 27, 1938

MARKET ADMINISTRATOR

for the

GREATER BOSTON MARKETING AREA

UNIFORM PRICES FOR 3.7 MILK, BY ZONES

June 16-30, 1938

Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
--	--

For milk delivered to plants located within 40 miles of the State House in Boston \$2.005 \$1.073

For milk delivered to plants located more than 40 miles from the State House in Boston, as follows:

Zone	Miles	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
6	51-60	1.578	1.013
10	91-100	1.543	1.013
11	101-110	1.537	1.013
12	111-120	1.531	1.013
13	121-130	1.519	1.013
14	131-140	1.507	1.013
15	141-150	1.507	1.013
16	151-160	1.490	1.013
17	161-170	1.490	1.013
18	171-180	1.484	1.013

19	181-190	1.472	1.013
20	191-200	1.460	1.013
21	201-210	1.460	1.013
22	211-220	1.449	1.013
23	221-230	1.443	1.013
24	231-240	1.437	1.013
25	241-250	1.437	1.013
26	251-260	1.425	1.013
27	261-270	1.419	1.013
28	271-280	1.413	1.013
29	281-290	1.413	1.013
30	291-300	1.402	1.013

**LOCATION DIFFERENTIALS**—To the above prices *to regular producers only* are to be added the following amounts:

For milk from farms located within 40

miles of the State House in Boston..... 46¢ per cwt.

For milk from farms located within 41-80.

miles of the State House in Boston..... 23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers,  
for each 1/10 of 1% variation from 3.7% test..... \$ .028

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2)..... Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1)..... 2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS,  
MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE  
UNIFORM PRICES ANNOUNCED FOR THE JUNE 16-30, 1938  
PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1 Total of the respective values of milk \$402,851.79

2 Total net amount of the differentials  
applicable pursuant to Section 4 of  
Art. VIII

88,221.58

\$491,073.37

3 Total amount to be paid to producers  
pursuant to paragraph 2 of Sec-  
tion 1 of Art. VIII (New Pro-  
ducers)

1,074.55

\$489,998.82

4 Total milk received  
from regular pro-  
ducers 26,952,597 lbs.

\$1.818

Blended price per cwt.

.04

5 Deduction for the purpose of retain-  
ing a cash balance

\$1.778

6 Addition for the purpose of distrib-  
uting cash balance available

.047

Basic blended price from which zone  
prices are calculated

\$1.825

		Pounds of Milk	
		Total	Daily Average
Total Receipts reported	27,058,409	1,803,894	
Net Class I Milk reported	7,623,399	508,227	
% Class I Milk to Total Receipts	—28.17%		

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
July 12, 1938

## MARKET ADMINISTRATOR

for the

## GREATER BOSTON MARKETING AREA

## UNIFORM PRICES FOR 3.7 MILK, BY ZONES

July 1-15, 1938

	Blended Price per cwt. to Regular Producers*	Class II Price per cwt. to New Producers
--	--	--

For milk delivered to plants located  
within 40 miles of the State House  
in Boston

\$2.051	\$1.081
---------	---------

For milk delivered to plants located  
more than 40 miles from the State  
House in Boston, as follows:

Zone	Miles		
6	51-60	1.624	1.021
10	91-100	1.589	1.021
11	101-110	1.583	1.021
12	111-120	1.577	1.021
13	121-130	1.565	1.021
14	131-140	1.553	1.021
15	141-150	1.553	1.021
16	151-160	1.536	1.021
17	161-170	1.536	1.021
18	171-180	1.530	1.021
19	181-190	1.518	1.021
20	191-200	1.506	1.021
21	201-210	1.506	1.021
22	211-220	1.495	1.021
23	221-230	1.489	1.021
24	231-240	1.483	1.021
25	241-250	1.483	1.021
26	251-260	1.471	1.021
27	261-270	1.465	1.021
28	271-280	1.459	1.021
29	281-290	1.459	1.021
30	291-300	1.448	1.021

\*LOCATION DIFFERENTIALS—To the above prices to regular  
producers only are to be added the following amounts:

For milk from farms located within 40 miles of the State House in Boston..... 46¢ per cwt.  
 For milk from farms located within 41-80 miles of the State House in Boston..... 23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers, for each 1/10 of 1% variation from 3.7% test ..... \$0.028

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations (Art. IX—Sec. 2)..... Such deductions as are authorized by members  
 From non-members (Art. IX—Sec. 1)..... 2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS, MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE UNIFORM PRICES ANNOUNCED FOR THE JULY 1-15, 1938 PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1	Total of the respective values of milk	\$374,479.07
2	Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	79,130.40
		_____
		\$453,609.47
3	Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	1,008.78
		_____
		\$452,600.69
4	Total milk received from regular producers	24,372,009 lbs.
	Blended price per cwt.	\$1.857

5 Deduction for the purpose of retaining a cash balance	.04
	<u>\$1.817</u>
6 Addition for the purpose of distributing cash balance available	.054
	<u>\$1.871</u>
Basic blended price from which zone prices are calculated	
Total Receipts reported	24,470,649
Net Class I Milk reported	7,463,887
% Class I Milk to Total Receipts—	30.50%

Office of the Market Administrator  
 Room 746, 80 Federal Street, Boston, Mass.  
 July 27, 1938

**MARKET ADMINISTRATOR**  
**for the**  
**GREATER BOSTON MARKETING AREA**  
**UNIFORM PRICES FOR 3.7 MILK, BY ZONES**

July 16-31, 1938

Blended Price      Class II Price  
 per cwt. to      per cwt. to  
 Regular Producers\*      New Producers

For milk delivered to plants located within 40 miles of the State House in Boston      \$2.197      \$1.095

For milk delivered to plants located more than 40 miles from the State House in Boston, as follows:

Zone	Miles		
6	51-60	1.770	1.035
10	91-100	1.735	1.035
11	101-110	1.729	1.035
12	111-120	1.723	1.035
13	121-130	1.711	1.035

14	131-140	1.699	1.035
15	141-150	1.699	1.035
16	151-160	1.682	1.035
17	161-170	1.682	1.035
18	171-180	1.676	1.035
19	181-190	1.664	1.035
20	191-200	1.652	1.035
21	201-210	1.652	1.035
22	211-220	1.641	1.035
23	221-230	1.635	1.035
24	231-240	1.629	1.035
25	241-250	1.629	1.035
26	251-260	1.617	1.035
27	261-270	1.611	1.035
28	271-280	1.605	1.035
29	281-290	1.605	1.035
30	291-300	1.594	1.035

**LOCATION DIFFERENTIALS**—To the above prices *to regular producers only* are to be added the following amounts:

For milk from farms located within 40

miles of the State House in Boston..... 46¢ per cwt.

For milk from farms located within 41-80

miles of the State House in Boston..... 23¢ per cwt.

**BUTTERFAT DIFFERENTIAL**—To all producers,  
for each 1/10 of 1% variation from 3.7% test..... \$028

**DEDUCTIONS**—From all the above prices, deductions are to be made as follows:

From members of qualified associations

(Art. IX—Sec. 2)..... Such deductions as are authorized by members

From non-members (Art. IX—Sec. 1)..... 2¢ per cwt.

**MARKET ADMINISTRATOR—GREATER BOSTON, MASSACHUSETTS,  
MARKETING AREA**

**EXTRACTS FROM THE COMPUTATIONS WHICH RESULTED IN THE  
UNIFORM PRICES ANNOUNCED FOR THE JULY 16-31, 1938  
PERIOD (Art. VII—Sec. 2—Par. 7)**

**Art. VII—Sec. 2**

Par. 1 Total of the respective values of milk	\$385,911.93
2 Total net amount of the differentials applicable pursuant to Section 4 of Art. VIII	74,353.96
	<hr/>
	\$460,265.89
3 Total amount to be paid to producers pursuant to paragraph 2 of Section 1 of Art. VIII (New Producers)	842.47
	<hr/>
	\$459,423.42
4 Total milk received from regular producers	22,930,411 lbs.
Blended price per cwt.	\$2.004
5 Deduction for the purpose of retaining a cash balance	.04
	<hr/>
6 Addition for the purpose of distributing cash balance available	\$1.964
	<hr/>
Basic blended price from which zone prices are calculated	.053
	<hr/>
	\$2.017

		Pounds of Milk Total	Daily Average
Total Receipts reported	23,011,675	1,438,230	
Net Class I Milk reported	9,041,750	565,109	
% Class I Milk to Total Receipts—39.29%			

Office of the Market Administrator  
Room 746, 80 Federal Street, Boston, Mass.  
August 12, 1938

Exhibit No. 11-111 is omitted by stipulation of the parties. It will be certified to the Appellate Court as an original exhibit.

Exhibit No. 12-12e is omitted by stipulation of the parties. It will be certified to the Appellate Court as an original exhibit.

### EXHIBIT 13.

**MARKET ADMINISTRATOR—GREATER BOSTON MARKETING AREA  
LIST OF HANDLERS INCLUDED IN COMPUTATION OF BLENDED PRICE  
For the Periods August 1 through December 31, 1937**

	August 1-15	September 16-31	October 1-15	November 16-31	December 1-15	16-30	16-31
Bellows Falls Co-op. Creamery, Inc.	•	•	—	—	—	—	—
W. T. Boyd & Sons—see page 3	•	•	•	•	•	•	•
Francis L. Bradford	•	•	•	•	•	•	•
James A. Bustead	•	•	•	•	•	•	•
David Buttrick Co.	•	•	•	•	•	•	•
Cabot Farmers' Co-op. Creamery Co., Inc.	•	•	—	—	—	—	—
Caledonia County Co-op. Assn., Inc.	•	•	—	—	—	—	—
George L. Chapin	—	•	—	—	—	—	—
C. W. Coburn	•	•	•	•	•	•	•
Anthony J. Conde	—	—	—	—	—	—	—
Corinth Creamery, Inc.	—	—	—	—	—	—	—
Dean Dairy—see page 3	—	—	—	—	—	—	—
Deerfoot Farms Company	•	•	•	•	•	•	•
Dutchland Farms, Inc.	•	—	•	•	•	•	•
Eastland Farms, Inc.	—	—	—	—	—	—	—
Elm Spring Farm Co.	—	—	—	—	—	—	—
Fairfield Farms, Inc.	•	•	•	•	•	•	•
Fairview Creamery, Inc.	•	—	—	—	—	—	—
Malcolm D. Ferguson	—	•	•	•	•	•	•
Forbes Milk Company	—	—	—	—	—	—	—
Green Valley Creamery, Inc.	•	•	—	—	—	—	—
H. P. Hood & Sons, Inc.—see page 3	•	•	—	—	—	—	—
Kingston Bros., Inc.	—	—	—	—	—	—	—
Emma M. Knapp	—	•	—	—	—	—	—
Lang Bros., Inc.	—	—	—	—	—	—	—
Lyndonville Creamery Assn.— see page 3	•	•	•	•	—	—	—
Manchester Dairy, Inc.	•	•	•	•	•	•	•
Marland Dairy, Inc.	•	•	•	—	—	—	—
J. F. McAdams & Bros., Inc.— see page 3	•	•	—	—	—	—	—
McCarthy Bros. Milk Co.	—	—	—	—	—	—	—
Milton Co-op. Dairy Corp.—see page 3	•	•	•	•	•	•	•

• Included In Computation.

— Not included in Computation.

Kenduskeag Valley Creamery eliminated.

	August 1-15	August 16-31	September 1-15	September 16-30	October 1-15	October 16-31	November 1-15	November 16-30	December 1-15	December 16-31
Mountain View Creamery	*	-	-	-	-	-	-	-	-	-
New England Creamery Co.	*	*	-	-	-	-	-	-	-	-
New England Dairies, Inc.—see - pages 4 and 5	*	*	*	*	*	*	*	*	*	*
Noble's Milk Company	*	*	-	-	-	-	-	-	-	-
Norway Creamery	-	*	-	-	-	-	-	-	-	-
Edson A. Porter	-	*	-	-	-	-	-	-	-	-
J. B. Prescott Co.	*	*	-	-	-	-	-	-	-	-
Prospect Valley Farm	-	-	*	-	-	-	-	-	-	-
Putnam Brothers	*	*	*	*	*	*	*	*	*	*
John A. Sellars	-	*	-	-	-	-	-	-	-	-
Seven Oaks Dairy Co.	*	*	-	-	-	-	-	-	-	-
Shawsheen Dairy, Inc.	*	*	*	*	*	*	*	*	*	*
Clinton W. Spear	*	*	-	-	-	-	-	-	-	-
H. L. Stone Dairy, Inc.	*	-	*	-	-	-	-	-	-	-
United Farmers' Co-op. Cream- ery Assn., Inc.—see page 4	*	*	*	*	*	*	*	*	*	*
Weiler-Sterling Farms Co.	*	-	-	-	-	-	-	-	-	-
West Lynn Creamery	*	*	*	-	-	-	-	-	-	-
Westwood Farm Milk Co.	*	-	-	-	-	-	-	-	-	-
White Bros. Milk Co., Inc.— see page 4	*	*	-	-	-	-	-	-	-	-
Whiting Milk Company—see page 4	*	*	*	*	*	*	*	*	*	*
Granville A. Wiswall	*	*	*	*	*	*	*	*	*	*

\* Included in Computation.  
- Not included in Computation.

**MARKET ADMINISTRATOR—GREATER BOSTON MARKETING AREA**  
**LIST OF PLANTS OF HANDLERS REPORTING RECEIPTS OF MILK AT**  
**MORE THAN ONE PLANT**  
For the Periods August 1 through December 31, 1937

	Zone	August 1-15	August 16-31	September 1-15	September 16-30	October 1-15	October 16-31	November 1-15	November 16-30	December 1-15	December 16-31
W. T. Boyd & Sons	Within Nashua, N. H.	40 miles	*	*	*	*	*	*	*	*	*
Laconia, N. H.	11	/	*	*	*	*	*	*	*	*	*
W. Rumney, N. H.	14	*	*	*	*	*	*	*	*	*	*
Dean Dairy	Within Waltham, Mass.	40 miles	-	*	*	*	*	*	*	*	*
Skowhegan, Maine	22	-	-	-	-	-	-	*	*	*	*
H. P. Hood & Sons, Inc.	Within Charlestown, Mass.	40 miles	*	*	-	-	-	-	-	-	-
Auburn, Maine	15	*	*	-	-	-	-	-	-	-	-
Barnet, Vt.	18	*	*	-	-	-	-	-	-	-	-
Barton, Vt.	22	*	*	-	-	-	-	-	-	-	-
Belfast, Maine	24	*	*	-	-	-	-	-	-	-	-
Colebrook, N. H.	25	*	*	-	-	-	-	-	-	-	-
Eagle Bridge, N. Y.	17	*	*	-	-	-	-	-	-	-	-
Fairfield, Vt.	27	*	*	-	-	-	-	-	-	-	-

\* Included in Computation.  
- Not included in Computation.

	Zone	August 1-15 16-31	September 1-15 16-30	October 1-15 16-31	November 1-15 16-30	December 1-15 16-31
Hardwick, Vt.	23	•	•			
Lancaster, N. H.	22	•	•	—		
Newport, Vt.	24	•	•	—		
Orleans, Vt.	23	•	•	—		
Plainfield, Vt.	20	•	•	—		
St. Albans, Vt.	27	•	•	—		
Salem, N. Y.	19	•	•	—		
Sheldon Jct., Vt.	28	•	•	—		
Unity, Maine	22	•	•	—		
West Canaan, N. H.	13	•	•	—		
West Farmington, Maine	20	•	•	—		
Lyndonville Creamery Assn.	Within					
Watertown, Mass.	40 miles	•	•	•		
Lyndonville, Vt.	20	•	•	—		
J. F. McAdams & Bros., Inc.	Within					
Chelsea, Mass.	40 miles	•	•	—		
Albion, Maine	20	•	•	—		
Milton Co-op. Dairy Corp.	Within					
Somerville, Mass.	40 miles	•	•	•	•	•
Alburg, Vt.	28	•	•	•	•	•
Colchester, Vt.	25	•	•	•	•	•
Essex Junction, Vt.	24	•	•	•	•	•
Fairfax, Vt.	25	•	•	•	•	•
Georgia, Vt.	25	•	•	•	•	•
Laconia, N. H.	11	•	•	•	•	•
Milton, Vt.	25	•	•	•	•	•
Swanton, Vt.	27	•†	•†	•	•	•
United Farmers' Co-op. Creamery Assn., Inc.						
East Berkshire, Vt.	29	•	•	•	•	•
Greensboro, Vt.	22	•	•	•	•	•
Morrisville, Vt.	24	•	•	•	•	•
Randolph, Vt.	18	•	•	•	•	•
Troy, Vt.	25	•	•	•	•	•
White Bros. Milk Co., Inc.	Within					
Atlantic, Mass.	40 miles	•	•	—		
South Peacham, Vt.	18	•	•	—		
South Ryegate, Vt.	18	•	•	—		
Whiting Milk Company	Within					
Charlestown, Mass.	40 miles	•	•	—		
Colebrook, N. H.	25	•	•	—		
Harmony, Maine	24	•	•	—		
Newport, Maine	22	•	•	—		
North Walpole, N. H.	12	•	•	—		
Randolph, Vt.	18	•	•	—		
Skowhegan, Maine	22	•	•	—		
Waterbury, Vt.	23	•	•	—		

\* Included in Computation.

— Not included in Computation.

† Incorrectly reported—adjustment made later.

	Zone	August 1-15	September 16-31	October 1-15	November 16-31	December 1-15	August 16-30	September 1-15	October 16-30	November 1-15	December 16-31
<b>New England Dairies, Inc.</b>											
Bethel, Vt.	17	•	•	•	•	•	•	•	•	•	•
Burlington, Vt.	24	•	•	•	•	•	•	•	•	•	•
Grand Isle, Vt.	26	•	•	•	•	•	•	•	•	•	•
Granite City-Barre, Vt.	22	•	•	•	•	•	•	•	•	•	•
Mt. Mansfield- Stowe, Vt.	22	•	•	•	•	•	•	•	•	•	•
Mt. Mansfield- Waterbury, Vt.	22	•	•	•	•	•	•	•	•	•	•
Richmond, Vt.	20	•	•	•	•	•	•	•	•	•	•
St. Albans, Vt.	27	•	•	•	•	•	•	•	•	•	•
Shelburne, Vt.	23	•	•	•	•	•	•	•	•	•	•
Tunbridge, Vt.	17	•	•	•	•	•	•	•	•	•	•
White River, Vt.	17	•	•	•	•	•	•	•	•	•	•
Cummings, N. H.	12	•†	•†	—	—	—	—	—	—	—	—
Hiram, Maine	15	•†	•†	—	—	—	—	—	—	—	—
Irona, N. Y.	30	•†	•†	—	—	—	—	—	—	—	—
Strafford, Vt.	16	•	•	•	•	•	•	•	•	•	•
Wells River, Vt.	17	•	•	•	•	•	•	•	•	•	•
Hoosick, N. Y.	17	•†	•†	•†	•†	•†	•†	•†	•†	—	—
Bradford, Vt.	17	•	•	•	•	•	•	•	•	•	•
Cambridge Jet., Vt.	26	•	•	•	•	•	•	•	•	—	—
Chelsea, Vt.	17	•	•	•	•	•	•	•	•	•	•
Colebrook, N. H.	25	•	•	•	•	•	•	•	•	•	•
Concord, Vt.	20	•	•	•	•	•	•	•	•	•	•
Craftsbury, Vt.	23	•	•	•	•	•	•	•	•	•	•
Derby, Vt.	24	•	•	•	•	•	•	•	•	•	•
Detroit, Maine	22	•	•	•	•	•	•	•	•	•	•
East Berkshire, Vt.	29	•	•	•	•	•	•	•	•	•	•
Enoaburg Falls, Vt.	28	•	•	•	•	•	•	•	•	•	•
Essex Center, Vt.	24	•	•	•	•	•	•	•	•	•	•
Fairlee, Vt.	17	•	•	•	•	•	•	•	•	•	•
Greensboro, Vt.	22	•	•	•	•	•	•	•	•	•	•
Hough's Crossing, Vt.	20	•	•	•	•	•	•	•	•	•	•
Irasburg, Vt.	23	•	•	•	•	•	•	•	•	•	•
Island Pond, Vt.	25	•	•	•	•	•	•	•	•	•	•
Lancaster, N. H.	22	•	•	•	•	•	•	•	•	•	•
Lisbon, N. H.	18	•	•	•	•	•	•	•	•	•	•
McIndoe, Vt.	18	•	•	•	•	•	•	•	•	•	•
Morrisville, Vt.	24	•	•	•	•	•	•	•	•	•	•
Newbury, Vt.	17	•	•	•	•	•	•	•	•	•	•
North Haverhill, N. H.	17	•	•	•	•	•	•	•	•	•	•
Oakland, Maine	19	•	•	•	•	•	•	•	•	•	•
Orleans, Vt.	23	•	•	•	•	•	•	•	•	•	•
Salisbury, Vt.	20	•	•	•	•	•	•	•	•	•	•
Shoreham, Vt.	20	•	•	•	•	•	•	•	•	•	•
Union, Maine	19	•	•	•	•	•	•	•	•	•	•
West Fairlee, Vt.	17	•	•	•	•	•	•	•	•	•	•

\* Included in Computation.

— Not included in Computation.

† Incorrectly reported—adjustment made later.

## EXHIBIT 14.

## MILK PRODUCER'S BALLOT

1. How much milk did you deliver during the month of May 1937 to a handler (Boston dealer)? ..... pounds.
2. What is the name of the handler to whom your milk was delivered? .....  
.....
3. What is the location of the handler's plant to which your milk was delivered in May 1937? .....  
.....
4. What is the name of the county and State in which is located the farm where the above milk was produced? .....  
.....
5. Do you approve the issuance of the amendments to Order No. 4 which would make that order read as shown in the attached compilation thereof, released by the United States Department of Agriculture under date of July 9, 1937?

Yes

No

Provisions of Order No. 4 relating to prices, pooling, and payments to producers, will not become effective unless the amendments are approved by two-thirds of the producers.

(Your name must be signed exactly as you signed the register, else this ballot cannot be counted.)

Name .....  
Address .....

Please answer every question.

## EXHIBIT 15.

## CO-OPERATIVE ASSOCIATION BALLOT

1. How many producers were members of your association and marketed milk in the Greater Boston Marketing Area through your association during the month of May 1937? .....
2. How many pounds of milk were marketed as milk or cream in the Greater Boston Marketing Area by your association for such producers during the month of May 1937? .....
3. Do you approve the issuance of the amendments to Order No. 4 which would make that order read as shown in the attached compilation thereof, released by the United States Department of Agriculture under date of July 9, 1937? .....

Yes

No

Provisions of Order No. 4 relating to prices, pooling, and payments to producers, will not become effective unless the amendments are approved by two-thirds of the producers.

.....  
(Name of Association)

.....  
(Name of Officer)

.....  
(Title)

## Exhibits

## EXHIBIT 16.

INDEX NUMBERS OF PRICES PAID BY FARMERS 1910-1937  
(Calendar Years 1910-1914 = 100)\*

Year	Commodities used in production									
	Feed	Equipment and supplies	Building materials for other than house	Wage rates paid to hired labor	Commodities bought for use in production plus wages paid to hired labor	Commodities bought for use in production plus wages paid to hired labor	Commodities bought for use in production plus wages paid to hired labor	Commodities bought for use in production plus wages paid to hired labor	Commodities bought for use in production plus wages paid to hired labor	All commodities bought for use in production
1910	93	102	99	100	101	100	103	97	98	98
1911	107	101	99	102	100	100	103	101	100	101
1912	91	102	100	103	100	103	98	101	99	100
1913	107	98	102	101	100	97	102	104	103	100
1914	102	96	100	93	99	99	99	101	99	102
1915	100	112	102	106	120	104	104	102	103	107
1916	130	107	120	117	129	142	124	112	121	124
1917	184	126	137	137	156	149	151	140	149	147
1918	193	155	170	161	181	190	174	176	174	177
1919	211	161	182	189	180	280	192	206	195	210
1920	137	167	186	205	189	152	174	239	189	222
1921	97	156	156	156	152	134	141	150	143	161
1922	123	142	129	159	140	130	139	146	141	156
1923	134	146	126	161	136	142	141	166	147	160
1924	142	152	120	161	133	151	143	166	148	159
1925	141	163	129	164	140	172	147	168	152	164
1926	137	154	126	162	144	214	146	171	162	162

1927	138	154	121	160	141	197	170	161	159	153
1928	148	154	131	158	138	179	148	169	153	160
1929	145	153	130	159	136	185	147	170	153	155
1930	132	152	126	155	131	174	140	152	143	145
1931	93	150	115	139	116	152	122	116	120	124
1932	69	141	99	126	107	102	107	86	102	107
1933	79	137	96	129	103	95	108	80	101	109
1934	110	144	104	146	109	140	125	90	117	123
1935	111	148	102	145	108	154	126	98	119	124
1936	115	149	96	146	110	142	126	107	121	125
1937	Jan.						122			124
	Feb.							130		
	Mar.							132		
	Apr.								132	
	May									134
	June									134
	July									133
	Aug.									132
	Sept.									130
	Oct.									128
	Nov.									127
	Dec.									126

\* Index numbers may be converted to August 1919-July 1929 base by dividing index numbers on 1910-1914 base by 160

## EXHIBIT 17.

UNITED STATES DEPARTMENT OF AGRICULTURE  
Bureau of Agricultural Economics  
Division of Statistical and Historical Research

INDEX NUMBERS OF PRICES PAID BY FARMERS FOR COMMODITIES  
1910-1935

Washington, D. C.  
June 1933 and September 1934,  
Data added June 1935.

Index Numbers of Prices Paid by Farmers for Commodities,  
1910-1935

The economic position of the farmer is dependent in a large measure upon prices he pays for what he buys as well as upon prices he receives for what he sells. Some measure of the level of, and changes in prices of all commodities farmers buy, weighted in proportion to their purchases, is necessary as a means of analyzing the agricultural situation. Recognizing such a need, the Bureau of Agricultural Economics constructed and published, first in 1928, and has since maintained, a series of index numbers of the prices of commodities the farmer buys for use in farm production and in the farm home. This series of index numbers, revised to some extent on the basis of more recent and more complete data is herewith presented, with a description of methods used in constructing the series.

In using these index numbers of prices that farmers pay, as well as indications of changes in prices farmers receive, the fact that price changes alone do not measure changes in the economic position of the farmer must be borne in mind. Changes in quantities of goods purchased or needed, and changes in quantities for sale or sold, are also significant factors. But in times of such great economic changes as have occurred in the past 3 years, changes in price levels and variations in prices among groups of commodities are

very important factors in determining the farmer's economic position.

The index number series of prices paid by farmers is constructed to measure changes in prices of goods bought for use in farm production and in the farm home, and to show the relation of these price levels to those which prevailed in the 5-year period 1910-1914.

The price data used in constructing the index were reported only annually 1910-1922, but since then have been reported quarterly in March, June, September, and December. Local dealers in all parts of the United States report prices upon a schedule furnished by the Crop Estimating Service of the United States Department of Agriculture. From the data reported, a simple average is computed for the United States.

The averages of prices for the United States are combined according to their relative importance as determined by average quantities of commodities purchased per farm or per farm family in the 6-year period 1924-1929.

In general the index measures the changes in value from year to year and quarter to quarter of a fixed bill of goods taken as typical of farmers' purchases. Since this is intended to be an indication of change in prices paid for commodities bought, commodities consumed which are produced on the farm, such as milk and eggs, are not represented in the index. In the case of other commodities which are partly consumed as produced on the farm and partly purchased, such as flour, firewood, fence posts, etc., only that part which is purchased is represented in the index.

Commodities have been grouped first to indicate separately the price level of items used in farm production and in consumption by the family. These two groups of commodities have been further classified to show changes in prices of certain classes of commodities. The commodities bought for the farm family have been subdivided into food, clothing, operating expenses, furniture and furnishings, building materials for the house, and automobiles for the use of the family. The commodities bought for use in production

have been subdivided into feed, farm machinery, automobiles and trucks, tractors, fertilizers, building materials other than for the house, equipment and supplies and seed.

An index number has been constructed for each of these subclasses from 1910 to date, except for automobiles for use by the family, and for autos and trucks and for tractors in the production index. The production of these commodities was a comparatively new industry during the base period 1910-1914, with only limited output, and prices were relatively high compared with later years. By 1917 the output of these commodities had increased rapidly and their prices had declined while the general trend of prices was upward. Since 1917 the trend of their prices has been similar to the trend of prices for other commodities. Prices were not collected on automobiles and trucks before 1917. The index of automobile prices was added to that of the other sub-groups in 1917 and 1918 at the same level as machinery prices for those years. The index of farm machinery prices in 1917 and 1918 averaged 140 percent of the pre-war level, therefore, the index of automobiles for these 2 years was placed at 140. Prices of tractors were not collected until 1925 and tractors were added to the index in that year at the same level as the prices of other farm machinery.

Users of these index numbers of prices paid by farmers are cautioned against their misinterpretation and misuse. These price index numbers do not measure changes in farm expenditures, but merely show changes in the value of a fixed bill of goods from year to year and quarter to quarter. The index number series for all commodities purchased, divided into the index of prices received by farmers for farm products, does not measure the purchasing power of the farmer, but the exchange value of units of commodities farmers buy in relation to units of commodities they sell. Such a calculation fails to measure the purchasing power of the farmer to the extent that these index numbers do not take into account variations in the quantities of goods sold by farmers or, in the quantities of goods purchased.

Furthermore, the commodities included in these index numbers do not represent all sources of receipts or all varieties of expenditures. Income is received from a wide variety of sources and is spent not only for commodities purchased for the family living and for operating the farm but also for interest on mortgages and loans, taxes, rents, railroad service, doctors' services and other items which are not represented by these index numbers. Strictly speaking, the ratio of the index number of prices received for farm products and the index number of prices paid for commodities purchased merely represents the amount that a given quantity of selected farm products would purchase of a given quantity of goods farmers buy in relation to what they would purchase in the base period.

The quality and utility of many of the farm machinery items, as well as of other items the farmer buys, change over a period of years. Engineers have estimated that the wearing quality and capacity of 25 items of farm machinery in 1932 averaged about 170 percent of pre-war. This means that the prices in recent years represent machines of greater producing capacity than in the pre-war years. Similar changes have taken place in other items. Many of the commodities farmers sell are also greatly improved over what they were before the war. No definite allowance can be made as a practical matter in series of prices or in the index number of prices for such changes in quality or utility. Any careful or critical appraisal of changes in prices, however, must take into account the fact that the commodities represented may not be, and are likely not to be, exactly the same between two distant periods of time.

The sub-group index numbers as well as the combined index numbers are shown in the accompanying tables together with other related index numbers. The index numbers shown here are for all periods for which data are available to date. This issue contains the recently revised index numbers of prices received for farm products and minor changes have been made in the all commodity index of prices paid by farmers for commodities bought in 1911 and 1912 and from 1918 to 1930.

Table 1.—Index numbers of farm prices, prices paid by farmers and wages  
(1910-1914=100)

Year and month	Prices paid by farmers for commodities	Prices received for farm products	Ratio of prices received to prices paid	Farm wages paid to hired labor	Commodities bought for production and farm wages
1910	98	102	104	97	98
1911	101	95	94	97	101
1912	100	100	100	101	99
1913	101	101	100	104	103
1914	100	101	101	101	99
1915	105	98	93	102	103
1916	124	118	95	112	121
1917	149	175	117	140	149
1918	176	202	115	176	174
1919	202	213	105	206	195
1920	201	211	105	239	189
1921	152	125	82	150	143
1922	149	132	89	146	141
1923	152	142	93	166	147
1924	152	143	94	166	148
1925	157	156	99	168	152
1926	155	145	94	171	152
1927	153	139	91	170	151
1928	155	149	96	169	153
1929	153	146	95	170	153
1930	145	126	87	152	143
1931	124	87	70	116	120
1932	107	65	61	86	102
1933	109	70	64	80	101
1934	123	90	73	90	117
1935					
1923					
Mar. 15	152	143	94	148	143
June 15	153	137	90	169	149
Sept. 15	151	142	94	174	149
Dec. 15	150	148	99	159	143
1924					
Mar. 15	152	140	92	163	146
June 15	150	138	92	168	148
Sept. 15	152	141	93	171	151
Dec. 15	154	148	96	156	147

Continued

Table 1.—Index numbers of farm prices, prices paid by farmers and wages—Cont'd  
(1910-1914=100)

Year and month	Prices paid by farmers for commodities	Prices received for farm products	Ratio of prices received to prices paid	Farm wages paid to hired labor	Commodities bought for production and farm wages
1925					
Mar. 15	158	156	99	163	152
June 15	158	156	99	169	154
Sept. 15	155	155	100	173	152
Dec. 15	155	155	100	159	147
1926					
Mar. 15	156	149	96	166	151
June 15	156	148	95	174	154
Sept. 15	155	143	92	176	154
Dec. 15	154	135	88	162	148
1927					
Mar. 15	152	131	86	166	148
June 15	154	138	90	172	152
Sept. 15	153	148	97	175	153
Dec. 15	152	147	97	161	148
1928					
Mar. 15	154	145	94	166	151
June 15	156	150	96	170	155
Sept. 15	155	149	96	175	153
Dec. 15	154	147	95	162	150
1929					
Mar. 15	155	146	94	167	153
June 15	153	142	93	173	153
Sept. 15	154	150	97	174	153
Dec. 15	152	147	97	159	149
1930					
Mar. 15	150	135	90	162	147
June 15	148	131	89	160	146
Sept. 15	144	120	83	150	144
Dec. 15	138	104	75	129	134
1931					
Mar. 15	132	97	73	127	129
June 15	127	86	68	123	124
Sept. 15	121	80	66	113	116
Dec. 15	117	75	64	98	112

Continued.

Table 1.—Index numbers of farm prices, prices paid by farmers and wages—Cont'd  
(1910-1914=100)

Year and month	Prices paid by farmers for commodities	Prices received for farm products	Ratio of prices received to prices paid	Farm wages paid to hired labor	Commodities bought for production and farm wages
<b>1932</b>					
Mar. 15	112	69	62	94	108
June 15	108	58	54	87	104
Sept. 15	106	66	62	84	100
Dec. 15	103	63	61	74	97
<b>1933</b>					
Mar. 15	100	55	55	73	94
June 15	103	71	69	78	98
Sept. 15	116	80	69	86	107
Dec. 15	116	78	67	81	106
<b>1934</b>					
Mar. 15	120	84	70	88	112
June 15	121	85	70	90	114
Sept. 15	126	103	82	93	120
Dec. 15	126	101	80	86	121
<b>1935</b>					
Mar. 15	127	108	85	94	122
June 15	127	104	82		
Sept. 15					
Dec. 15					
<b>1936</b>					
Mar. 15					
June 15					
Sept. 15					
Dec. 15					

Table 2.—Index numbers of prices paid by farmers for commodities used for family maintenance, 1910-1935

(1910-1914=100)

Year and month	Food	Clothing	Operating expenses	Furniture and furnishings	Building materials for house	All commodities used for family maintenance <sup>1</sup>
1910	95	98	101	102	101	98
1911	99	98	105	100	103	100
1912	100	101	102	100	104	101
1913	99	102	96	100	100	100
1914	107	102	95	97	93	102
1915	110	110	98	100	100	107
1916	126	130	115	116	114	124
1917	154	155	128	144	133	147
1918	174	207	138	185	160	177
1919	208	253	144	200	201	210
1920	207	264	186	229	212	222
1921	140	180	148	198	158	161
1922	141	173	142	182	165	156
1923	150	180	132	192	168	160
1924	148	183	125	196	168	159
1925	159	182	129	197	172	164
1926	155	180	133	193	172	162
1927	152	177	131	192	172	159
1928	153	181	128	189	169	160
1929	149	177	127	188	170	158
1930	137	167	122	179	166	148
1931	109	142	110	153	149	126
1932	90	115	103	128	134	108
1933	95	114	102	126	138	109
1934	108	131	106	136	155	122
1935						
1923						
Mar. 15	151	176	141	189	168	160
June 15	151	179	136	189	171	160
Sept. 15	148	183	126	193	167	160
Dec. 15	148	184	122	196	166	159

Continued

Table 2.—Index numbers of prices paid by farmers for commodities used for family maintenance, 1910-1935—Cont'd  
(1910-1914=100)

Year and month	Food	Clothing	Operating expenses	Furniture and furnishings	Building materials for house	All commodities used for family maintenance <sup>2</sup>
<b>1924</b>						
Mar. 15	148	184	131	194	169	160
June 15	141	181	128	197	167	157
Sept. 15	148	182	122	197	168	159
Dec. 15	156	183	121	198	169	162
<b>1925</b>						
Mar. 15	162	183	130	197	171	166
June 15	159	182	129	197	173	165
Sept. 15	159	181	126	197	171	163
Dec. 15	156	182	129	197	174	163
<b>1926</b>						
Mar. 15	156	181	132	196	172	162
June 15	157	180	135	194	171	163
Sept. 15	154	179	133	192	171	161
Dec. 15	154	178	132	192	172	161
<b>1927</b>						
Mar. 15	152	176	135	190	173	159
June 15	154	176	131	193	173	160
Sept. 15	151	176	132	192	173	159
Dec. 15	150	179	128	191	170	159
<b>1928</b>						
Mar. 15	151	182	129	190	168	160
June 15	158	179	126	189	169	161
Sept. 15	155	181	129	191	169	162
Dec. 15	148	181	128	186	170	159
<b>1929</b>						
Mar. 15	148	179	127	189	170	159
June 15	149	177	127	188	172	158
Sept. 15	151	177	127	188	170	159
Dec. 15	147	177	128	188	170	157

Continued

Table 2.—Index numbers of prices paid by farmers for commodities used for family maintenance, 1910-1935—Cont'd  
(1910-1914=100)

Year and month	Food	Clothing	Operating expenses	Furniture and furnishings	Building materials for house	All commodities used for family maintenance <sup>1</sup>
1930						
Mar. 15	146	174	125	186	170	155
June 15	144	168	124	184	168	152
Sept. 15	135	164	122	174	163	146
Dec. 15	123	160	119	171	161	140
1931						
Mar. 15	117	153	115	162	155	134
June 15	114	145	110	157	151	129
Sept. 15	106	139	107	149	147	124
Dec. 15	99	132	107	143	143	118
1932						
Mar. 15	94	124	104	136	139	113
June 15	90	116	104	129	136	108
Sept. 15	91	111	103	125	131	106
Dec. 15	85	108	101	122	131	103
1933						
Mar. 15	83	102	98	117	126	99
June 15	92	102	96	120	130	102
Sept. 15	104	125	105	132	145	117
Dec. 15	100	128	107	134	150	117
1934						
Mar. 15	104	132	107	135	157	121
June 15	107	131	107	135	158	122
Sept. 15	113	130	106	137	153	123
Dec. 15	110	130	106	137	152	122
1935						
Mar. 15	118	128	106	137	151	124
June 15	121	124	106	136	153	124
Sept. 15						
Dec. 15						
1936						
Mar. 15						
June 15						
Sept. 15						
Dec. 15						

<sup>1</sup> Automobiles were added to the index in 1917 by making the index of automobile prices equal to the average of the index of farm machinery prices in 1917 and 1918.

Table 3.—Index numbers of prices paid by farmers for commodities used in production, 1910-1935.

(1910-1914=100)

Year and month	Fertil- izer	Farm machinery	For- til- izer	Building ma- terials for other than house	Equip- ment and supplies	Seed	All com- modi- ties used in produc- tion <sup>a</sup>
1910	93	102	99	100	101		98
1911	107	101	99	102	100		103
1912	91	102	100	103	100	103	98
1913	107	98	102	101	100	97	102
1914	102	96	100	93	99	99	99
1915	100	100	112	102	106	120	104
1916	130	107	120	117	129	142	124
1917	184	126	137	137	156	149	151
1918	193	155	170	161	181	190	174
1919	211	161	182	189	180	280	192
1920	137	167	186	205	189	152	174
1921	97	156	156	156	152	134	141
1922	123	142	129	159	140	130	139
1923	134	146	126	161	136	142	141
1924	142	152	120	161	133	151	143
1925	141	153	129	164	140	172	147
1926	137	154	126	162	144	214	146
1927	138	154	121	160	141	197	145
1928	148	154	131	158	138	179	148
1929	145	153	130	159	136	185	147
1930	132	152	126	155	131	174	140
1931	93	150	115	139	116	152	122
1932	69	141	99	126	107	102	107
1933	79	137	96	129	103	95	108
1934	110	144	104	146	109	140	125
1935							
1923							
Mar. 15	134	143	124	160	145	142	142
June 15	135	148	128	164	142	138	143
Sept. 15	134	147	122	160	131	145	141
Dec. 15	132	148	125	159	127	144	138

Continued

Table 3.—Index numbers of prices paid by farmers for commodities used in production, 1910-1935—Cont'd

(1910-1914=100)

Year and month	Feed	Farm machinery	Fer- til- izer	Building ma- terials for other than house	Equip- ment and supplies	Seed <sup>1</sup>	All com- modi- ties used in production <sup>2</sup>
<b>1924</b>							
Mar. 15	133	150	115	162	138	154	141
June 15	136	153	117	160	136	152	142
Sept. 15	147	153	123	161	131	148	144
Dec. 15	151	152	125	163	127	150	145
<b>1925</b>							
Mar. 15	148	154	128	164	138	170	149
June 15	147	152	130	164	142	174	150
Sept. 15	138	153	132	164	140	156	145
Dec. 15	130	153	127	164	141	187	144
<b>1926</b>							
Mar. 15	139	154	125	162	143	218	147
June 15	137	153	130	163	147	222	148
Sept. 15	138	154	125	162	144	215	147
Dec. 15	132	154	126	162	141	198	144
<b>1927</b>							
Mar. 15	130	154	119	161	144	205	143
June 15	141	154	119	161	140	205	146
Sept. 15	143	155	123	161	140	192	146
Dec. 15	137	155	123	158	138	187	144
<b>1928</b>							
Mar. 15	145	154	131	156	139	183	146
June 15	159	154	131	158	137	183	150
Sept. 15	145	154	130	159	137	179	147
Dec. 15	144	155	130	159	137	170	147
<b>1929</b>							
Mar. 15	151	153	132	160	135	192	149
June 15	141	153	132	160	136	192	147
Sept. 15	147	153	129	159	136	172	147
Dec. 15	142	154	129	159	135	185	146
<b>1930</b>							
Mar. 15	134	154	126	158	133	176	142
June 15	135	152	126	157	132	176	142
Sept. 15	138	152	125	153	131	176	142
Dec. 15	120	152	125	150	128	168	135

Continued

Table 3.—Index numbers of prices paid by farmers for commodities used in production, 1910-1935—Cont'd

(1910-1914=100)

Year and month	Feed	Farm machinery	Fer- til- izer	Building materials for other than house	Equip- ment and supplies	All comod- ities used in production <sup>1</sup>	
<b>1931</b>							
Mar. 15	108	151	119	144	124	174	129
June 15	100	150	119	140	114	174	125
Sept. 15	83	150	110	137	114	133	117
Dec. 15	80	148	110	134	114	127	116
<b>1932</b>							
Mar. 15	76	144	103	130	111	109	112
June 15	72	142	103	127	106	109	109
Sept. 15	67	140	96	124	106	94	105
Dec. 15	62	139	96	123	104	94	104
<b>1933</b>							
Mar. 15	62	135	91	119	100	85	101
June 15	77	135	91	122	97	85	104
Sept. 15	90	139	99	136	106	111	114
Dec. 15	86	140	102	140	108	111	114
<b>1934</b>							
Mar. 15	91	142	104	148	108	119	119
June 15	97	144	104	149	110	115	121
Sept. 15	122	146	105	145	109	162	129
Dec. 15	132	146	105	144	110	162	131
<b>1935</b>							
Mar. 15	128	148	106	143	109	190	131
June 15	122	149	106	145	108	190	130
Sept. 15							
Dec. 15							
<b>1936</b>							
Mar. 15							
June 15							
Sept. 15							
Dec. 15							

<sup>1</sup> 1912-1914 = 100.

Automobiles and trucks were added to the index in 1917 by making the index of automobile and truck prices equal to the average of the index of farm machinery prices in 1917 and 1918. Tractors were added to the index in 1925 by placing the index of tractor prices equal to the average of index of farm machinery prices in 1925 to 1929. These commodities are not included in the farm machinery index.

This statement replaces the statement published in 1928 which described in detail the index of prices paid by farmers. Much additional information regarding farmers' purchases has become available since the former statement was issued. These additional data have been considered in preparing this report and in some instances have resulted in changes in the index numbers of certain groups of commodities. These changes were due to the addition of a few new commodities or to changing weights in a few instances and in part to additional prices for the years prior to 1927.

#### *Data used in the index*

The prices used in constructing the index numbers of prices paid by farmers have been collected from approximately 2,000 retail dealers in all parts of the United States by the United States Department of Agriculture. From 1910 to 1922 the prices were collected at the end of the year and dealers were asked to give average prices for the year. Since 1923 the prices have been collected quarterly and current prices were quoted. Changes in the list of commodities have been made from time to time in order to keep the list up to date with changes in farmers' purchases.

In asking for quotations on the different items farmers buy, each item is described as accurately as possible so that each dealer will report on the same commodity. Over the period of years covered, however, several changes have taken place in some of the commodities which could not be taken into account in collecting prices. As illustrations, the automobile, many items of farm machinery, furniture, etc., have had changes in design, quality and adaptability which could not be accurately described in the questionnaire used in collecting prices. Wherever possible these changes have been allowed for by asking for quotations on both the old and new item at the time the change was made. In many cases, however, this is impossible, as when automobile or machinery models are changed and the new model replaces the old. In such instances the practice in price collecting has been to obtain prices on a given size and type of machine.

As an example, prices have been collected throughout the period 1917-1932 on given makes and models of cars, but no allowance was made for changes in design, quality, etc. Thus the prices used represent the amount required to purchase a given machine at any period of time whether or not the usefulness of the machine has increased or decreased during the period for which prices have been collected.

Whenever possible quantity weights have been taken from official sources. The weights for the different commodities bought for family maintenance were determined from farm costs of living studies in various parts of the United States from 1920 to 1929.<sup>1</sup> In a few cases studies of earlier period<sup>2</sup> were referred to and in a few instances where no data were available estimates had to be made. The quantity weights of purchases have been adjusted to a per family or per farm basis, as the measure of the data used in determining weights were collected with the farm or the family as a unit.

The weights for commodities bought for use in production represent average farmers' purchases in the years 1924 to 1929. In some cases the censuses of 1924 and 1929 were largely drawn upon for weights.<sup>3</sup> For some commodities annual census data were available<sup>4</sup> and in a few cases estimates of farmers' expenditures made by the Department of Agriculture were used as a base for weights.

### *The base period*

One of the most important uses to be made of the index numbers of prices paid by farmers is to compare the prices paid with the prices received for farm products. Con-

<sup>1</sup>A large number of the studies are explained in detail in United States Department of Agriculture Bulletin No. 1466, "The Farmer's Standard of Living".

<sup>2</sup>United States Department of Agriculture Bulletin 410, "The Value to Farm Families of Food, Fuel, and Use of the House," by W. C. Funk.

<sup>3</sup>The farm census of both 1924 and 1929 shows farmers' expenditures for feed and fertilizer and the 1924 census shows expenditures for building materials.

<sup>4</sup>Annual reports of the Bureau of the Census on Manufacture of farm equipment, 1924-1929.

sequently, it is desirable to have the same base period for the two sets of index numbers. At present there is great disparity between the level of prices paid by farmers and the level of prices of farm products. This points to the need of using a period of fairly stable price relations as a base period. The recently enacted Agricultural Adjustment Act of 1933 requires the use of a pre-war base period in the administration of the Act. Therefore, the pre-war base 1910-1914 is continued in use.

In the case of agricultural commodities no one year is satisfactory as a base period for the reason that in any year one or more of the agricultural commodities is likely to be in an abnormal relationship to the others. Over a period of years there is a normal relationship among the prices of the several agriculturally produced commodities. There is also a normal relationship among the nonagricultural commodities over a period of years. The base period should be long enough, therefore, to eliminate most of these abnormal relationships due to changes in production or other causes of annual or short-time variations.

Another important point to consider in determining the base period for index numbers is the stability of the relationship between prices that are likely to be compared. Prices of commodities differ greatly in their response to changing economic conditions. The prices of raw materials in a freely competitive market change quickly with changes in economic conditions, whereas the prices of most manufactured goods change slowly. The relationship between the prices of raw materials and manufactured goods is, therefore, unstable through periods of marked changes in the general price level and for some time after such periods until normal relations can be reestablished. Another test is the relationship of the trends of groups of prices that are likely to be compared. A good base period would be characterized by small variability and by approximately parallel trends of prices of groups of commodities to be compared. Such price conditions would indicate fairly

stable economic conditions in the industries the prices of the products of which are to be compared.

### *Method of construction*

The method of constructing the index numbers of prices paid by farmers for commodities they buy is as nearly as possible the same as that used in constructing the index numbers of prices farmers receive for the products which they sell. In the case of these index numbers, as in the case of index of farm prices, post-war weights are applied to pre-war prices. It is only since 1920 that expenditures of the farmer have been studied closely enough to provide a measure of the different commodities he buys each year. Furthermore, by using weights applicable to a reasonably recent period the index number furnishes a more accurate measure of the actual change in the level of prices in recent years. This is more important in the case of index numbers of prices paid by farmers than in the index numbers of prices received for farm products, because changes in the quantities of the different goods farmers purchase have been more pronounced in the last 20 years than have changes in the quantities of farm products produced.

The first step in constructing the index number for each group of commodities as shown in Tables 1 and 2 was to multiply the prices of the different commodities in each group for the different periods of time by the fixed weights for each commodity. These values of the different commodities for each period of time were then added giving an aggregate of actual prices for each group of commodities. The aggregates were then expressed as a percentage of the average of the aggregates for the years 1910 to 1914. This type of index number construction is an aggregate of actual prices reduced to relatives of a given base period. After determining an index for each group by this manner, the index numbers of the different groups were combined by weighting each group according to its relative importance in the budget of all commodities bought for family maintenance or for use in production and the sum divided by the sum of the weights.

It was impossible to obtain samples which represented an equal proportion of the total expenditures for each group because of the difficulty of standardizing commodities in some of the groups. The value of the commodities included in the clothing group is only about 55 percent of the total amount spent for clothing a year, while the value of commodities included in the food group is over 90 percent of the total amount spent for food. A combination of the aggregates of price times weight for the commodities in the food and clothing groups would, therefore, weight food far more heavily than clothing. This disproportionate representation was corrected by weighting each group in the budget according to its relative importance to the total family expenditures; thus combining the indexes of the several groups by the average of relatives method instead of combining the aggregates.<sup>5</sup>

#### *The introduction of new commodities*

It is planned to keep the list of commodities which are used in the index number as nearly representative of farmers' purchases as possible. As farmers' purchases change over a long period of time it is, therefore, necessary to change the commodities for which prices are gathered. Whereas farmers used to buy high pressure cord tires for their cars they are now buying balloon tires. This change in purchases made it necessary to drop cord tires from the index and add balloon tires. In addition, farmers cease to buy certain commodities and buy others to replace them, such as automobiles for buggies. This necessitates substituting one commodity for another in the index if the group of commodities in the index is to be representative of farmers' purchases at all times. When substitutions are made in the list of commodities purchased or new commodities are added to the list, the price of the commodity added is given the same relationship to prices in the base period

<sup>5</sup> The relative importance of each group of commodities as shown in the farm budget on pages 27 and 28.

as have the other commodities in the group to which it is added. As an illustration, rayon goods have recently become an important item of clothing and were added to the clothing index in June 1930. No prices were available for the rayon goods in the base period 1910-1914 but they were added to the index of clothing in June 1930 when the level of prices was 168 percent of the base period. By dividing the value of rayon goods in June 1930 by 168, the level of clothing prices, and adding the result to the base aggregate for clothing a new base aggregate was obtained, which was then used in computing the index number in following periods.

The question often arises, when should a new commodity be introduced into an index number? By some it is maintained that it should be introduced as soon as it is available for purchase, others maintain that it should not be introduced until it has become an established commodity on the market and its price tends to fluctuate along with the prices of similar commodities. Still others maintain that a new commodity should be introduced as soon as it is available but that the weight should be gradually increased as the commodity becomes more common. Different methods of introducing a commodity into an index are used in different index numbers published in the United States. The method followed in constructing the index numbers of prices paid by farmers was to introduce a new commodity into the index when it was commonly purchased and when its prices tended to fluctuate with the prices of similar commodities. The policy of adding new commodities at the level of prices of similar commodities in the index, makes it all the more essential that new commodities should not be added to the index until their prices have become stabilized. For example, automobile prices were not introduced until 1917. From 1910 to 1917 prices of automobiles were going down, while prices of most other commodities in 1917 were materially higher than they were in 1910. After 1917, prices of automobiles tended to fluctuate along with the prices of other commodities. If automobiles had been introduced into the

index in the base period (1910-1914) when they were relatively high in comparison with other commodities, the index of automobile prices in recent years would be somewhat below the pre-war price level. As automobiles have become an important commodity in the farmers' purchases, such a method of introducing automobiles into an index would make the index somewhat lower in recent years than it now is. This illustration shows how the continued practice of introducing new commodities into the index before their prices have become adjusted to competitive conditions tends to give a downward trend to the index of prices over a long period of time. The early introduction of a commodity into the index tends to distort a comparison of the index at one period of time with that of some other period.

#### *Weights and commodities used*

The following tables show the items which were selected as representative of each group of commodities, the weights given to each item, and the value of the commodities according to prices in 1928. The year 1928 was selected as the year of most stable prices and thus best shows the relative importance of the different commodities in the different groups. Some commodities, such as automobile expenses and kerosene which are used both for family maintenance and for production, are included in two different groups. It was assumed that the use of the automobile is divided equally between the family and for production purposes. Thus one half of the weight assigned to automobiles is included in the index of prices paid for family maintenance, and one-half is included in the index of prices paid for production goods.

Table 4.—Food: Annual purchases per average farm family

Item	Unit	Amount purchased	Price paid by farmers 1928	Value in 1928
			Dollars	Dollars
Flour, white	24-pound sack	36	1.15	41.40
Bread, white	pound	75	.1065	7.99
Cornmeal	"	70	.043	3.01
Butter	"	30	.493	14.79
Lard	"	22	.181	3.98
Bacon	"	18	.319	5.74
Beef, fresh	"	104	.277	28.81
Pork, fresh	"	48	.251	12.05
Sugar	"	369	.072	26.57
Rice	"	23	.088	2.02
Coffee	"	39	.440	17.16
Tea	"	7	.712	4.98
Oranges	dozen	8	.532	4.26
Lemons	"	5	.447	2.24
Bananas	"	12	.370	4.44
Apples	pounds	144	.072	10.37
Oatmeal, bulk	"	40	.056	2.24
Vinegar	gallon	4	.412	1.65
Salt	pound	58	.021	1.22
Raisins	"	10	.124	1.24
Cheese	"	10	.372	3.72
Soda	"	15	.082	1.23

The weights for the items of food listed in the accompanying table were obtained from a study of the consumption of food by farm families in selected areas of 14 different states in 1913 and 1914,<sup>6</sup> a study made in six different states of selected areas in 1922 to 1924,<sup>7</sup> and unpublished data available in the Department of Agriculture which has been collected since 1924. A comparison of the average annual consumption per farm family for the different periods

<sup>6</sup> U. S. D. A. Bulletin 410 "The Value to Farm Families of Food, Fuel and Use of the House" by W. C. Funk. The study included 950 families in the following States: Maine, Vermont, New York, Pennsylvania, New Jersey, North Carolina, Georgia, Texas, Ohio, Wisconsin, Iowa, Kansas, North Dakota, and California.

<sup>7</sup> From schedules gathered by Dr. Kirkpatrick, Division of Farm Population and Rural Life, Bureau of Agricultural Economics. The data for Ohio, Kansas, and Kentucky were summarized by the Bureau of Home Economics. The data for South Carolina and Vermont were taken from the actual schedules.

showed very little change in consumption habits from 1913 to 1930.

The amount of clothing bought by the average farm family in a year was obtained from data gathered by the Division of Farm Population and Rural Life, Bureau of Agricultural Economics, in Ohio, Kentucky, Missouri, Kansas, South Carolina, and Vermont. In these studies approximately 2,000 families were interviewed in the six States, and the average annual purchase of clothing by each member of the family was determined. The consumption per family was found by weighting each individual's purchases according to their number in the average family\* and adding the sum of the weights. The weights shown in Table 5 have been checked against more recent data collected in other areas and found to be representative.

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\* The number of persons in the average farm family in this study was: husband .94, wife .95, son over 24 .075, daughter over 24 .064, son 19-24 .12, daughter 19-24 .09, son 15-18 .19, daughter 15-18 .15, son 12-14 .13, daughter 12-14 .15, son 6-11 .26, daughter 6-11 .23. The clothes bought for children 6-11 years old were given only half weight.

## Exhibits

Table 5.—Clothing: Annual purchases per average farm family

Item	Unit	Amount purchased	Price paid by farmers 1928	Value in 1928
Felt hats, men's	each	1.34	3.89	5.21
Men's suits, ready-made, serge, wool	"	.77	26.28	20.24
Extra trousers, fabrics				
woolen	per pair	1.07	5.04	5.39
Overalls	" "	5.02	1.60	8.03
Men's work shirts	each	7.31	.934	6.83
Men's work socks, cotton	per pair	13.00	.178	2.31
Men's work shoes	" "	3.55	3.65	12.96
Cotton gloves	" "	10.00	.188	1.88
Men's athletic union suits	each	2.52	.97	2.44
Men's heavy winter union suits	"	1.84	1.77	3.26
Knee rubber boots	per pair	.52	4.30	2.24
Gingham	" yard	7.62	.209	1.59
Muslin	" "	10.63	.169	1.80
House dresses	each	5.14	1.38	7.09
Women's silk hose	per pair	4.20	1.21	5.08
Women's shoes or oxfords	" "	3.46	4.16	14.39
Rayon bloomers <sup>1</sup>	" "	3.00	.80	2.40

<sup>1</sup> Price quoted is average for 1930.

Table 6.—Operating expenses: Annual purchases per average farm family

Item	Unit	Amount purchased	Price paid by farmers 1928	Value in 1928
Hard coal	ton	.43	16.94	7.28
Soft coal	"	2.46	8.90	21.89
Wood	cord	1.13	7.41	8.37
Kerosene	gallon	61.6	1.785	11.00
Gasoline	"	80.9	.212	17.15
Soap, laundry	bar	53.0	.050	2.65
Soap, toilet	"	42.0	.050	2.10
Starch, laundry	box	6.5	.100	.65
Brooms	each	2.3	.728	1.67
Auto tires, 29 x 4.40	"	.73	9.60	7.01
Cylinder oil	gallon	5.4	.820	4.43

Table 7.—Furniture and furnishings: Annual purchases per average farm family

Item	Unit	Amount purchased	Price paid	Value in 1928
			by farmers 1928	
			Dollars	Dollars
Rugs, 9 x 12 ft. Axminster	each	.067	27.17	1.82
Linoleum, 6 ft. width	running yd.	.8	1.60	1.28
Chairs, dining, wood seats and backs	each	.7	2.74	1.92
Table, extension dining, top 42 x 54	"	.1	24.73	2.47
Davenports, duofold type	"	.05	68.28	3.41
Dresser with mirror, 42- in. top	"	.1	24.51	2.45
Kitchen cabinets	"	.05	38.18	1.91
Bedsteads, metal double	"	.2	9.78	1.96
Bedsprings, double sagless	"	.2	8.84	1.77
Mattresses, full size and felted cotton	"	.2	13.01	2.60
Blankets, cotton double	"	.5	2.54	1.27
Sheeting	yard	3.0	.515	1.54
Comforters	each	.25	3.32	.83
Stoves, kitchen range	"	.12	88.29	10.59
Sewing machines, duofold type	"	.02	49.48	.99
Wash boiler galvanized copper bottom	"	.1	3.32	.33
Wringer, clothes	"	.1	5.70	.57
Washing machines, hand- power	"	.1	18.89	1.89
Dinner plates	1/2 doz.	1.0	1.015	1.02
Fruit jars, mason—1 qt.	doz.	.5	1.004	.50
Toweling	yard	6.0	.194	1.16

The weights for furniture and furnishings were taken from data obtained from the same families as were the clothing weights, and checked with the furniture and furnishings bought by working men's families in cities.<sup>9</sup> Several items are weighted so as to represent other items of a similar nature. The weight for kitchen ranges represents all stoves, dinner plates were given extra weight to represent all dishes and dining room chairs to represent all straight chairs.

The weights for fuel and laundry supplies which are included in operating expenses were also obtained largely from studies made on the cost of living for farm families in various sections of the United States. The weights for gasoline, tires and cylinder oil have been derived from several sources where detailed records were kept on farmers' expenditures on automobiles during the years between 1924 and 1929.

Formerly, automobiles were included in the index of operation expenses, but since fluctuations in automobile prices are not similar to those of other commodities of this group automobiles have not been included in the index of operating expenses but they are still included as a part of the index of commodities bought for family maintenance. The average annual purchases of automobiles have been estimated from census enumerations of automobiles on farms and automobile registrations in the principal agricultural states. The purchase of the different types of automobiles on farms was arrived at from studies made by the Farm Journal on farmers' purchases of automobiles.<sup>10</sup>

\* United States Bureau of Labor Statistics Bulletin 357, pp. 392-401.

\*\* "Farm automobiles and accessories" by Farm Journal in 1925 and subsequent reports.

Table 8.—Automobiles: One-half of the average annual purchases per farm<sup>1</sup>

Item <sup>2</sup>	Amount Purchased per average farm family	Price paid by farmers in 1928	Value in 1928
		Dollars	Dollars
4-cylinder coach 400-550 class	0.022	526	11.57
4-cylinder coach 550-800 class	.022	603	13.27
6-cylinder sedan 1200-1800 class	.008	1,632	13.06

<sup>1</sup> It is estimated that one-half of the use of the automobile is for the farm family and one-half for production purposes.

<sup>2</sup> The description of automobiles has to be changed from year-to-year to insure price quotations on comparable models and types of cars. The description given here applies to cars for which prices were collected in 1929.

No data were available which showed the purchases of building materials by farmers. The weights for building materials as shown in table 9 were obtained by drawing up plans for four different houses and determining the bill of lumber that would be required to build each house. One type of house was taken as representative of the average farm house in the North Central and Northeastern States. It was estimated that the average life of a house in this area was fifty years. An allowance was made for its being painted every 7 years and re-shingled once. According to these assumptions the average amount of building materials bought by farmers in this area is 2 percent of the amount used in a house, for shingles 4 percent, and paint 7 percent. Plans for an average house in the Western States were also drawn up and one-fortieth of the lumber bill taken as the amount bought per year. For the South the plan represents a tenant's house for rented farms and a 20-year life was assumed with no allowance for paint or reshingling. Plans for a house were also drawn up for the owner-operator in the South and one-fortieth of this was taken as the annual lumber purchased. Each bill of lumber was then weighted according to the number of farms each plan represented and the average per farm used as weights. Although there is a marked cycle in building activity on farms, this was necessarily ignored in determining the weights for building materials. The weights given here represent the amount of building materials that must be bought each year over a long period of time to maintain a set of farm buildings on each farm equal to the buildings on the average farm at the present time.

Table 9.—Building materials for house: Annual purchases per average farm family

Item	Unit	Amount purchased	Price paid by farmers in 1928	Value in 1928
2 x 6—16	Bd. ft.	48	41.78	2.01
2 x 10—16	" "	15	43.86	.66
Yellow pine flooring T & G	" "	27	69.93	1.89
Common boards No. 2	" "	43	40.28	1.73
Shiplap—8 in.	" "	40	45.51	1.82
Shingles	M.	.5	5.84	2.92
Windows 24 x 28 ft. complete with frame	Each	.2	6.55	1.31
Doors 2' 8" x 6' 8"—4 panel	"	.2	4.28	.86
Lath	Bunch	1.5	.496	.74
Screening, 30 in.	Ft.	5.0	.085	.42
Nails, 8 d	Lb.	6.0	.057	.34
Bricks, common	Thousand	.1	21.88	2.19
Cement	Sack	1	.812	.81
Cedar siding	Bd. ft.	50	58.92	2.95
Paint	Gal.	1.5	3.46	5.19

The weights for commercial feeds are based on data collected by the Bureau of Agricultural Economics which show the annual disappearance of by-product feeds in the United States. The average annual disappearance for the years 1924 to 1929 was divided by the number of farmers in the United States to obtain the average amount purchased per farm with some allowance being made for feed purchased for animals not on farms.

Table 10.—Feed: Average annual purchases per farm, 1924-1929

Item	Unit	Amount purchased	Price paid by farmers in 1928	Value in 1928
			Dollars	Dollars
Corn	Bushel	24.0	0.899	21.58
Oats	"	7.5	.488	3.66
Hay, alfalfa	Ton	.8	21.72	17.38
Corn, gluten	100 lb.	1.7	2.54	4.32
Cottonseed meal	" "	5.1	2.88	14.69
Linseed meal	" "	1.2	3.18	3.82
Bran	" "	6.6	1.99	13.13
Middlings	" "	6.4	2.25	14.40
Mixed dairy feed	" "	4.0	2.56	10.24
Cornmeal	" "	4.5	2.52	11.34
Tankage	" "	.6	4.11	2.47
Rock salt	" "	1.5	1.02	1.53

The amount of rock salt used by farmers was estimated by weighting the amount of salt necessary for the various kinds of farm animals by the average number of animals on farms 1924-1929, and then divided by the total number of farms. The weight given to alfalfa hay represents the amount of all hay bought by farmers. Alfalfa hay was used to represent all hay purchased by farmers because it is now the most common kind of hay purchased and is sold in nearly all areas of the United States. The weight for alfalfa hay was arrived at from shipments of hay out of the county where grown in 1930 and 1931, the only years given, with some allowance for hay sold within the county and some allowance for hay consumed by animals not on farms.

The weights for corn and oats were found by taking the amounts sold, or to be sold by farmers, from the 1924-1929 crops and deducting from this the amount that was exported, the amounts that went into commercial channels and estimates of the amount that was fed to animals not on farms.

The weights for machinery were determined from the

average annual sales of farm machinery in the United States 1924-1929.<sup>11</sup>

<sup>11</sup> Census of Manufactures—Sale and Manufacture of Farm Equipment.

Table 11.—Farm machinery: Average annual purchases per farm 1924-29

Item	Amount purchased	Price	Value in 1928	
			Dollars	Dollars
Corn planter, 2-row check	0.011	79.80	.878	
Grain drill, disk type	.008	147.56	1.180	
Walking plow, 2-horse	.022	22.63	.498	
Walking plow, 1-horse	.026	12.80	.333	
Plow 2-bottom horse drawn	.010	112.18	1.122	
Disk harrow single 7-foot	.017	66.15	1.125	
Spike-tooth harrow 3-section	.020	33.24	.665	
Cultivator 1-row riding	.025	59.20	1.480	
Cultivator 1-horse five shovel	.020	9.07	.181	
Grain binder 7-foot	.011	234.54	2.580	
Potato digger, elevator type	.0015	136.44	.205	
Mower 5-foot	.016	82.90	1.326	
Rake, sulky	.010	46.86	.469	
Grain thresher, steel 46-in. rear	.0017	1,257.00	2.137	
Feed grinder power	.007	49.15	.344	
Gas engine 3 h.p.	.017	102.21	1.738	
Manure spreaders	.010	166.98	1.670	
Incubator 250 egg capacity	.021	3.509	.737	
Ensilage cutter, 16-in. blade	.0013	313.63	.408	
Cream separators, 250-qt. capacity	.027	93.76	2.532	
Farm wagon complete	.014	135.50	1.897	

Table 12.—Automobiles and trucks<sup>1</sup>: Average annual purchases per farm for use in production 1924-29

Item <sup>2</sup>	Amount	Prices paid by farmers in 1928	Value in 1928	
			Dollars	Dollars
4-cylinder coach 400-550 class	0.022	526	11.57	
4-cylinder coach 550-800 class	.022	603	13.27	
6-cylinder sedan 1200-1800 class	.008	1,632	13.06	
1 ton truck—complete	.022	720	15.84	

<sup>1</sup> Includes one-half of expenditures for automobiles and all expenditures for trucks.

<sup>2</sup> The description of automobiles has to be changed from year-to-year, to insure price quotations on comparable models and types of cars. The description given here applies to cars for which prices were collected in 1928.

Table 13.—Tractors: Average annual purchases per farm  
1924-29

Item	Amount	Prices paid	Value
		by farmers in 1928	in 1928
		Dollars	Dollars
8-16 H.P. tractor	0.01	868	8.68
10-20 H.P. tractor	.005	896	4.48
15-30 H.P. tractor	.005	1,140	5.70

Farmers are the only purchasers of several types of farm machinery and for these types average annual sales in the United States were used as weights. A few farm machines such as tractors, incubators, et cetera, are used for other purposes than agriculture and allowances were made for use of these items in other industries.

The weights for automobiles and trucks were arrived at by applying depreciation rates to the numbers of such vehicles on farms according to the censuses of 1925 and 1930. The above types of cars and trucks were chosen to represent all types bought by farmers. Estimates from several sources were used to determine the relationship between farm expenditures for automobiles for business use and for family living. In most studies it was found that the use of the automobile was equally divided between the use for the family and use for production purposes.

The amount of lumber and other materials needed to construct the outbuildings on farms was found in the same way as the amount of building materials needed to construct the house. The average purchases per year was then determined by applying depreciation rates to these buildings as in the case of the house. The weights for gates, windmills, fence posts, and wire were taken from data collected in the Census of Manufactures, and by the United States Department of Agriculture Bulletin Number 321, on the cost of fencing farms in the North Central States. The weight for paint was largely collected from data taken from the Farm Journal.<sup>12</sup>

<sup>12</sup> "Paint on Farms", 1924, Farm Journal Survey.

Table 14.—Building materials: Annual amount purchased per farm

Item	Unit	Amount purchased	Price Dollars	Value in 1928 Dollars
2 x 6 x 16 (also represents lumber of smaller dimensions)	Bd. ft.	149	41.78	6.23
2 x 10 x 16 (also represents all framing lumber of larger dimensions than 2 x 6)	Bd. ft.	43	43.86	1.89
Common rough boards	"	111	40.28	4.47
Drop siding	"	83	58.92	4.89
Shiplap—8 in.	"	51	45.51	2.32
Shingles	Thousand	2.8	5.84	16.35
Windows 9 x 12—4 ft.	Each	.85	1.09	.93
Bricks, common	Thousand	.081	21.88	1.77
Portland Cement	Sack	3.	.812	2.44
Roofing, composition 3 ply	108 sq. ft.	.2	3.03	.61
Roofing steel, galvanized 2½ inch, corrugated, 29 gauge	100 sq. ft.	.168	5.49	.92
Paint, outside ready-mixed	Gallon	2.4	3.46	8.30
Nails, 8 d wire	Pound	16.	.057	.91
Pumps, iron, hand-power	Each	.1	15.13	1.51
Gates, galvanized, wire and steel 12 ft.	"	.16	11.12	1.78
Steel fence posts	"	6.	.403	2.42
Wooden fence posts (4 in.)	"	6.	.286	1.72
Windmills, without tower	"	.01	56.68	.57
Poultry netting, 5 x 150 ft.	Bale	1.0	5.975	5.98
Barbed wire, galvanized	Rod	.45	4.73	2.13

Table 15.—Equipment and supplies: Annual purchases per average farm

Item	Unit	Amount purchased	Price	Value in 1928
			Dollars	Dollars
Binder twine	pound	48.0	.142	6.82
Horse collars	each	.92	5.78	5.32
Horse blankets	"	.3	5.25	1.58
Milk cans, 10 gallon	"	.5	4.79	2.40
Rope, manila	pound	14.7	.314	4.62
Automobile tires, 29 x 44	each	.73	9.60	7.01
Gasoline	gallon	72.0	.212	15.26
Kerosene	"	15.0	1.785	2.68
Cylinder oil	"	5.4	.820	4.43
Machine oil	"	1.6	.603	.96
Hoes	each	1.25	1.02	1.28
Pitchforks, 3 tine	"	1.25	1.34	1.68
Bushel baskets (wood)	dozen	1.0	1.92	1.92
Lead arsenate	pound	4.7	.274	1.29
Pipe galvanized iron, 2 in.	foot	8.0	.291	2.33
Milk pails	each	.5	.430	.22
Axe	"	1.0		
Grain sacks	"	1.0		
Halters	"	.5		
Harness	"	.172		

The weights for equipment and supplies, which are shown in the above table, were arrived at from a variety of sources such as the United States Census of Manufactures, farm surveys and weights used by the War Industries Board.

The number of items which could be included in this group is so large that it was advisable in some cases to weight certain items so as to also represent other items of a similar nature rather than to make the list of items unduly large. This was also done in a few instances to get a more uniform quotation on certain types of commodities. For example, the kind of harness used in different localities of the United States varies widely and is difficult to describe accurately; therefore, horse collars were weighted heavily enough to include the amount spent for harness.

Wooden bushel baskets were weighted to represent all containers of similar construction, lead arsenate to represent all poisons and galvanized iron pipe to represent price changes in other steel materials such as hog troughs, water tanks, etc.

The amount of fertilizer sold in the United States annually is fairly definitely known from estimates made by the National Fertilizer Association<sup>13</sup> and from data collected by the census. The weights for the different fertilizers and fertilizer materials were determined primarily from data gathered by the National Fertilizer Association from their members and correspondents. Upon consultation with statisticians of the National Fertilizer Association as to types and weights to be used, certain of the more common mixed fertilizers were shown to represent all mixed fertilizers as they are typical of fertilizers used on tobacco, potatoes, cotton and truck crops, and had the largest sales during the years 1924 to 1929. Each combination was weighted according to the total tonnage of the combinations of which they were most representative and the total tonnage of all fertilizers and fertilizer ingredients approximate the estimates of total tonnage of fertilizer used in the United States, with some allowance for fertilizer used on gardens and lawns in cities.

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<sup>13</sup> American Fertilizer Handbook.

Table 16.—Fertilizer materials: Annual purchases for average farm

Item	Unit	Amount purchased	Prices paid by farmers in 1928	Value in 1928
			Dollars	Dollars
Commercial fertilizer—3-8-3	ton	0.469	32.47	15.23
Commercial fertilizer—5-8-7	"	.102	41.44	4.23
Commercial fertilizer—2-10-2	"	.143	31.18	4.46
Acid phosphate 16 percent	"	.244	22.30	5.44
Nitrate of soda	"	.052	63.14	3.28
Sulphate of ammonia	"	.016	65.98	1.06
Cottonseed meal	"	.04	57.65	2.31
Muriate of potash	"	.008	51.92	.42
Kainit	"	.028	1.86	.52
Ground limestone	"	.205	4.94	1.01

The weights for seed, except cotton and potatoes, shown in Table 17 were derived from the average production plus imports, less exports of these seeds from 1924 to 1929, with some allowance being made for farmers who produce their own seed. From studies made in the Bureau of Agricultural Economics, on the amount of cottonseed bought it has been estimated that farmers in the South buy about 18 percent of their seed each year. The usual planting is about a bushel to the acre of seed. The weight for cottonseed was found by taking 18 percent of the average acreage in cotton from 1924 to 1929, allowing 1 bushel per acre for seed, and dividing this amount of seed by the average number of farmers in the United States. No definite estimates are made of the amount of certified potato seed sold annually; but from data available it is estimated that it ranges from 6,000,000 to 7,000,000 bushels annually as there are approximately 6,300,000 farmers in the United States and it is estimated that the average of farmers' purchases was approximately 1 bushel per year.

Table 17.—Seed: Annual purchases for average farm.

Item	Unit	Amount purchased	Price	Value
			Dollars	Dollars
Alfalfa seed	pound	9	.272	.45
Red clover seed	"	10	.332	.32
Sweet clover	"	8	.109	.87
Timothy	"	11	.0692	.76
Bluegrass	"	3	.336	1.01
Cottonseed	bushel	1.1	3.50	3.85
Seed potatoes	"	1.0	2.40	2.40

*Farm Budgets*

The relative importance of each of the different groups of commodities used for family maintenance was determined by the use of a representative farm budget which shows how much the average farmer spends for commodities in each group in an average year. Studies made by the Division of Farm Population and Rural Life<sup>14</sup> and other unpublished material collected by the Department of Home Economics, which analyzed the expenses of several thousand families in different states well distributed over the entire United States, were used to arrive at a representative budget of expenditures for family maintenance. The data for these studies were gathered between January, 1922 and December, 1930. The budget and relative weights for the grouped index numbers are given on the following page. The budget represents the value of goods bought at the price level prevailing in the years 1924 to 1929.

<sup>14</sup> The Farmers' Standard of Living, United States Department of Agriculture Bulletin No. 1466.

Item	Annual expenditure Dollars	Percentage of total Percent
Food	218	35.9
Clothing	185	30.4
Operating expenses	86	14.1
Furniture and furnishings	36	5.9
Building materials for house	45	7.4
Automobiles **	38	6.3
	608	100.0

\* Based on estimate of value of the average farm house when new, at \$1,800 and lasting 40 years.

\*\* Based on the depreciation rates applied to the number of automobiles on farms according to the 1925 and 1930 censuses.

It was necessary to calculate a budget for determining the relative importance of the commodity groups entering into production from farm management studies and census material as no detailed studies have been made which used the same classification of commodities as was used in constructing the index number of commodities used in production;

The amounts spent annually for feed and fertilizer were determined from the 1925 and 1930 Agricultural Census and other studies that have been made in the Bureau of Agricultural Economics. An estimate was made of the amount spent for building materials other than lumber from farm surveys made in several states during the years 1922-1924. This was added to the amount spent for lumber as determined from depreciation rates applied to plans of typical farm buildings other than the house, making a total of \$74 for outbuildings and fences. The estimate of \$52 as the average amount spent annually for farm machinery was determined from data collected annually from the Census of Manufactures for the years 1924 to 1929 on the value of farm machinery sold in the United States. The estimate of the amount spent for automobiles and trucks was arrived at by applying depreciation rates to the cost of automobiles on farms and surveys made to determine the amount spent

by farmers annually for automobiles. Assuming that automobiles are used for the farm business 50 percent of the time and that trucks are used exclusively in production, the total amount spent for automobiles and trucks to be used in production is approximately \$56.

The amount spent for equipment and supplies was found by estimating the amount spent for different items falling in that group. Most of the data used were taken from farm surveys. The following budget shows approximately the average amount spent per farm at 1928 prices:

Fuel and oil for tractor and gas engines	\$17.00
Gasoline, oil and tires for car (1/2 of total)	34.00
Harness	8.00
Twine and rope	9.00
Milk cans, troughs, etc.	5.00
Insect poison	2.00
Containers	8.00
Tools	3.00
 Total per farm	 \$86.00

The value of seed purchased is the average of the total value of seeds produced and imported less exports for the years 1924-29, plus estimates of the amount of seed potatoes, cotton, corn, etc. bought by farmers. Prices paid by farmers were used when obtainable, otherwise an adjustment was made to the wholesale price for cost of transportation, retailing, etc.

The budget arrived at from the above conclusions and the weights used for the different groups of commodities used to make up the index of commodities bought to be used in production are shown in the following table. The budget has been adjusted to price levels prevailing in the period 1924-29, to correspond with the budget of commodities bought for family maintenance.

Item	Annual expenditure <i>Dollars</i>	Percentage of total <i>Percent</i>
Feed	126	27.0
Machinery	52	11.2
Automobiles and trucks	56	12.0
Tractors	15	3.2
Fertilizer	40	8.6
Building materials	74	15.9
Equipment and supplies	86	18.5
Seed	17	3.6
	<b>466</b>	<b>100.0</b>

The combined index number of prices paid by farmers for commodities, as shown in table 1 was arrived at by weighting the index of commodities used for family maintenance by 608 or the amount of the budget for family maintenance and the index of commodities used in production by 466 or the amount of the above budget and dividing the result by 1,074, the sum of the two weights. Prices of commodities purchased for use in production are combined with wages paid for hired labor by weighting the former by 466 and the latter by 143, the average annual expenditure for labor and dividing the result by 609, the sum of the two weights.

### EXHIBIT 18.

UNITED STATES DEPARTMENT OF AGRICULTURE

Bureau of Agricultural Economics

#### WHOLESALE PRICE RECEIVED BY FARMERS FOR WHOLE MILK, 1909-1936\*

The collection of reliable milk-price statistics has not kept pace with the rapid development of milk production into one of the principal sources of cash income for farmers. The recent depression, with its hardships on producers and consumers alike, was a potent factor in a renewed interest in the subject of milk prices.

\* Collected and prepared by Ronald E. Johnson, Asst. Agricultural Statistician, Division of Crop and Livestock Estimates.

This report contains estimates of average prices received by farmers for all whole milk sold at wholesale for all purposes for 27 years. The data are shown by Geographic Divisions and States for the period, August 1909 to December 1936.

#### NECESSITY FOR ADEQUATE PRICE SERIES

The Agricultural Adjustment Act of 1933 recognized milk as a basic commodity. For the proper evaluation of this important source of farm income, for use in developing marketing agreements, and for comparative purposes, it became imperative that adequate data be available on wholesale prices received by farmers for milk, by States and for the United States, over a long period of years.

#### INADEQUACIES IN EARLIER SERIES

Previously the only available series showing prices received by farmers for all milk sold at wholesale in the various States were those based on data collected by the Bureau of Agricultural Economics on a general price questionnaire. Milk-price data collected by this method before August 1923 were not on a comparable basis with those collected after that date, and even after 1923 the principal milk dealers and manufacturing plants had frequently not been included in the list of correspondents.

An attempt had been made in 1932 to put the entire series of United States average prices beginning with pre-war days on a comparable basis. This revamped series, together with a detailed discussion of its merits and limitations, was released in 1934. But comprehensive series of average wholesale prices received by farmers for all milk since pre-war days had been prepared only for Massachusetts, Pennsylvania, and Wisconsin.

#### ADDITIONAL PRICE DATA COLLECTED

In an attempt to remedy this statistical situation, field investigations were made from October 1934 to August 1936. Information regarding average prices paid for milk

during the recent preceding months were obtained for certain markets from the Dairy Section of the Agricultural Adjustment Administration. Other data, available in libraries and in the files of the Department of Agriculture in Washington, consisted mainly of prices paid for base milk of standard butterfat content; they were useful only as check "data." Milk Market Administrators, State and local Milk Control Boards, Cooperative Milk Marketing Associations, dealers and managers of milk-products plants in the principal markets of each State cooperated by furnishing historical milk-price data. Records for some of the early years were somewhat meager; for these years many kinds of data were examined for indications of milk prices. Milk-market control officials, cooperative marketing associations, and many of the principal milk buying agencies had kept fairly complete records and comprehensive data were obtained in all important milk-marketing areas for a number of years.

#### VARIATIONS IN METHODS OF PAYING THESE PRICES

The flat-price plan of paying one price per unit of milk for all purposes was used by practically all milk-buying agencies until after the World War, and this method with slight modifications is still used by milk-products plants generally. Variations of this plan developed and spread rapidly in the early twenties whereby prices paid to farmers varied with the butterfat content of the milk. For several years now practically all milk has been purchased on a butterfat basis.

During and immediately following the World War, cooperative milk-marketing associations became more numerous and influential. They were instrumental in the development of new plans for marketing milk in most of the large fluid-milk consuming centers. A principal object of these plans was the solution of the "surplus" problem by adjusting production to market requirements of fluid milk for human consumption through various methods of payment for milk. Under the "classification" or "use" plan,

pools were organized, each covering an entire milk shed, or smaller marketing area within a larger milk shed. Under the "basic-surplus" plan the basic quantities of milk for individual farmers were determined by contract, or by production during a specified base period, or by modifications of these methods in an attempt to adjust the total of the individual "bases" to milk requirements for fluid consumption.

#### How THESE SERIES WERE CONSTRUCTED

The series of price estimates here presented represent the average prices received by farmers for all milk sold at wholesale for all purposes. The prices given are on the basis of prices received at the first point of delivery for milk of average butterfat content, weighted on the basis of the proportion of wholesale milk sales at each price. Weights used in the construction of these price series were based on the proportion of milk sales by crop-reporting districts in each State as indicated by United States agricultural census data for census years; wholesale milk sales, by States, as estimated by the Crop Reporting Board from 1929 to 1935; and milk sales to milk-products plants, by marketing areas, as indicated by reports of the Division of Dairy and Poultry Products. A regrouping of counties in certain districts was necessary to provide homogeneous pricing areas, and adjustments were necessary in weights for certain milk-marketing areas to eliminate the influence of retail milk sales and to allocate properly the weights for milk for manufacture.

#### MILK-PRICE MOVEMENTS, 1909-1936

Milk prices were fairly steady until 1916. They lagged behind the general price level during and immediately following the World War. Beginning to rise late in 1916, they reached the peak in December 1918, remained at a fairly high level until October 1920, then dropped rapidly in 1920-21, and remained low in 1922. Milk prices rose slightly in 1923 and, after reflecting the slight downturn in

industrial activity in 1924, rose steadily until 1929. Again lagging behind the general price level, milk prices dropped drastically from 1930 to 1933, and remained at the pre-war level from 1932 to 1934. Since 1934 the trend has been noticeably upward.

## Exhibits

## Milk, whole: Wholesale price per 100 pounds received by farmers, Maine, by months, 1909-1936

Year	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Weighted Average
	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.
1909	1.86	1.80	1.75	1.75	1.65	1.60	1.75	1.75	1.85	1.90	1.90	1.95	1.75
1910	1.80	1.70	1.60	1.55	1.50	1.55	1.65	1.70	1.75	1.85	1.90	1.95	1.70
1911	1.90	1.85	1.80	1.75	1.65	1.65	1.75	1.80	1.85	1.95	2.05	2.05	1.86
1912	1.95	1.90	1.85	1.85	1.80	1.70	1.65	1.60	1.80	1.95	2.00	2.10	1.90
1913	2.05	1.95	1.85	1.85	1.70	1.65	1.60	1.75	1.85	1.95	2.10	2.15	1.90
1914	2.10	2.00	1.85	1.70	1.55	1.50	1.70	1.80	1.90	2.00	2.20	2.25	1.85
1915	2.15	2.10	2.05	1.90	1.85	1.75	1.75	1.90	2.00	2.05	2.45	2.55	2.10
1916	2.60	2.55	2.50	2.45	2.40	2.45	2.40	2.45	2.95	3.00	3.15	3.20	2.70
1917	3.60	3.60	3.50	3.25	3.05	2.95	3.25	3.40	3.50	3.85	4.15	4.15	3.50
1918	4.00	3.85	3.55	3.35	3.10	3.00	3.25	3.45	3.55	3.65	3.85	3.85	3.50
1919	3.75	3.70	3.65	3.50	3.30	3.20	3.50	3.75	3.75	3.90	3.55	3.60	3.60
1920	3.30	2.80	2.70	2.65	2.45	2.50	2.80	3.10	3.15	3.15	3.05	2.85	2.85
1921	2.45	2.35	2.30	2.25	2.20	2.15	2.40	2.50	2.60	2.85	2.90	2.95	2.45
1922	2.95	2.90	2.85	2.55	2.40	2.35	2.55	2.85	2.90	3.00	3.10	3.05	2.75
1923	2.95	2.60	2.40	2.15	2.15	2.15	2.40	2.55	2.65	2.70	2.80	2.75	2.50
1924	2.70	2.60	2.45	2.40	2.25	2.25	2.45	2.65	2.75	2.85	2.90	2.80	2.55
1925	2.75	2.70	2.60	2.55	2.50	2.25	2.50	2.60	2.65	2.70	2.90	2.90	2.60
1926	2.80	2.75	2.70	2.75	2.70	2.50	2.40	2.55	2.80	2.95	3.00	3.05	2.75
1927	2.80	3.00	2.90	2.90	2.80	2.60	2.50	2.45	2.70	2.90	3.00	3.15	2.85
1928	3.10	3.05	2.95	2.80	2.70	2.50	2.70	2.75	2.85	2.95	2.95	2.90	2.85
1929	2.60	2.50	2.45	2.40	2.30	2.45	2.45	2.65	2.75	2.85	2.90	2.90	2.55
1930	2.95	2.95	2.50	2.40	2.30	2.45	2.70	2.75	2.65	2.65	2.55	2.30	2.50
1931	2.15	1.95	1.95	1.90	1.85	1.80	1.85	2.10	2.30	2.30	2.05	1.80	2.00
1932	1.60	1.45	1.55	1.60	1.45	1.70	1.90	1.85	1.85	1.85	1.85	1.85	1.70
1933	1.70	1.45	1.45	1.50	1.70	1.75	1.95	1.90	1.85	1.95	1.95	1.95	1.70
1934	1.95	1.85	1.85	1.75	1.70	1.75	1.75	1.90	1.95	1.95	2.05	2.20	1.90
1935	2.30	2.40	2.35	2.25	2.00	1.75	1.75	1.70	1.70	1.85	2.10	2.15	2.00
1936	2.10	2.20	2.00	1.80	1.75	2.15	2.10	2.10	2.05	2.05	1.90	1.90	2.00

## Exhibits

207

Milk, whole: Wholesale Price per 100 pounds received by farmers, New Hampshire, by months

1909-1936

Year	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Welched Average
	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.
1909													
1910	2.10	2.00	1.90	1.85	1.60	1.55	1.80	1.90	2.05	2.15	2.15	2.05	1.90
1911	1.95	1.90	1.80	1.70	1.60	1.55	1.85	1.95	2.00	2.05	2.15	2.15	1.90
1912	2.05	2.00	1.95	1.75	1.60	1.55	1.85	2.00	2.15	2.25	2.25	2.25	1.95
1913	2.20	2.15	2.05	1.95	1.75	1.70	1.95	2.10	2.15	2.25	2.35	2.35	2.05
1914	2.20	2.10	2.00	1.90	1.70	1.60	1.90	2.00	2.05	2.25	2.35	2.35	2.00
1915	2.20	2.10	1.95	1.85	1.70	1.60	1.90	2.00	2.05	2.20	2.35	2.35	2.00
1916	2.25	2.15	2.05	1.90	1.75	1.65	1.95	2.05	2.10	2.50	2.60	2.65	2.10
1917	2.55	2.50	2.45	2.40	2.30	2.20	2.50	3.10	3.15	3.35	3.40	3.40	2.75
1918	3.75	3.75	3.70	3.50	3.10	3.00	3.40	3.70	3.80	4.00	4.20	4.20	3.65
1919	4.00	3.80	3.60	3.50	3.25	3.15	3.55	3.80	3.85	4.00	4.25	4.25	3.75
1920	4.05	3.90	3.85	3.65	3.40	3.30	3.65	3.95	4.00	4.05	4.10	3.90	3.80
1921	3.75	3.00	2.80	2.70	2.45	2.40	2.80	3.05	3.15	3.20	3.20	3.15	2.95
1922	2.50	2.45	2.45	2.35	2.15	2.15	2.50	2.55	2.65	2.90	3.00	3.00	2.55
1923	2.95	2.90	2.90	2.90	2.60	2.50	2.45	2.75	3.00	3.05	3.10	3.40	3.25
1924	3.20	2.75	2.40	2.25	2.25	2.25	2.55	2.75	3.05	3.05	3.00	3.00	2.70
1925	2.95	2.90	2.55	2.35	2.35	2.70	2.90	2.95	3.05	3.05	3.05	3.05	2.75
1926	2.95	2.90	2.85	2.75	2.70	2.45	2.80	2.85	2.95	3.10	3.20	3.20	2.85
1927	3.00	3.00	2.80	2.75	2.60	2.50	2.80	3.05	3.10	3.25	3.30	3.30	2.85
1928	3.15	3.00	2.95	2.75	2.60	2.55	2.75	2.95	3.05	3.25	3.25	3.25	2.90
1929	3.25	3.20	3.15	3.05	2.95	2.65	2.90	3.05	3.10	3.15	3.15	3.15	3.05
1930	2.90	2.85	2.75	2.75	2.65	2.55	2.70	3.00	3.05	2.95	2.80	2.80	2.80
1931	2.30	2.10	2.10	2.05	2.00	1.95	2.10	2.25	2.45	2.40	2.15	1.85	2.15
1932	1.70	1.70	1.65	1.65	1.65	1.55	1.75	1.95	1.95	1.95	2.00	2.00	1.20
1933	1.70	1.50	1.45	1.45	1.45	1.55	1.70	1.95	1.90	1.90	2.00	2.00	1.70
1934	2.00	2.05	1.90	1.85	1.80	1.90	1.95	2.00	2.05	2.10	2.30	2.30	2.00
1935	2.40	2.50	2.45	2.35	2.10	1.85	1.85	1.80	1.80	1.95	2.20	2.25	2.10
1936	2.20	2.30	2.20	2.10	1.90	1.85	2.25	2.20	2.15	2.15	2.00	2.15	2.10

## Exhibits

Milk, whole: Wholesale price per 100 pounds received by farmers, Vermont, by months, 1909-1936

Year	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Weighted Average
	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.
1909													
1910	1.75	1.70	1.55	1.50	1.25	1.20	1.30	1.40	1.60	1.70	1.75		
1911	1.80	1.75	1.55	1.25	1.10	1.05	1.20	1.45	1.55	1.70	1.80	1.80	1.50
1912	1.70	1.65	1.60	1.40	1.25	1.10	1.20	1.40	1.50	1.65	1.80	1.80	1.45
1913	1.80	1.70	1.65	1.50	1.30	1.25	1.35	1.50	1.50	1.65	1.80	1.80	1.45
1914	1.80	1.70	1.60	1.40	1.20	1.25	1.45	1.50	1.55	1.70	1.80	1.80	1.55
1915	1.85	1.75	1.60	1.35	1.15	1.10	1.30	1.45	1.50	1.65	1.85	1.90	1.50
1916	1.80	1.75	1.65	1.50	1.45	1.35	1.45	1.55	1.65	2.05	2.15	2.15	1.65
1917	2.15	2.10	2.05	2.05	2.00	1.85	2.05	2.55	2.60	3.10	3.25	3.25	2.35
1918	3.35	3.30	3.15	2.85	2.50	2.25	2.55	2.90	3.10	3.55	3.85	3.05	3.00
1919	3.75	3.65	3.30	3.10	2.95	2.75	3.00	3.35	3.45	3.65	3.95	4.10	3.30
1920	3.85	3.75	3.55	3.15	2.95	2.90	3.10	3.60	3.60	3.70	3.80	3.55	3.40
1921	3.15	2.75	2.45	2.30	1.90	1.85	2.20	2.60	2.70	2.85	2.90	2.70	2.45
1922	2.30	2.25	2.05	1.90	1.85	1.85	2.10	2.30	2.50	2.75	2.90	3.00	2.30
1923	2.50	2.75	2.65	2.30	2.20	2.15	2.30	2.60	2.75	2.90	3.10	2.95	2.60
1924	2.80	2.50	2.20	1.90	1.85	1.85	2.10	2.30	2.60	2.60	2.70	2.75	2.25
1925	2.65	2.55	2.35	2.30	2.10	2.05	2.30	2.50	2.70	2.90	2.90	2.85	2.45
1926	2.70	2.65	2.50	2.35	2.35	2.20	2.35	2.50	2.70	2.85	2.95	3.00	2.55
1927	2.70	2.65	2.60	2.55	2.40	2.25	2.30	2.65	2.90	3.05	3.20	3.25	2.65
1928	2.90	2.85	2.75	2.45	2.35	2.30	2.50	2.80	2.85	3.00	3.15	3.10	2.70
1929	3.10	2.95	2.90	2.70	2.55	2.40	2.60	2.85	3.05	3.10	3.10	2.90	2.80
1930	2.65	2.60	2.50	2.40	2.25	2.15	2.30	2.60	2.80	2.75	2.65	2.30	2.45
1931	2.00	1.90	1.85	1.75	1.65	1.60	1.65	1.95	2.10	2.10	2.00	1.60	1.85
1932	1.50	1.50	1.45	1.35	1.35	1.25	1.40	1.60	1.60	1.65	1.70	1.65	1.50
1933	1.40	1.20	1.15	1.10	1.20	1.35	1.50	1.80	1.75	1.75	1.90	1.65	1.50
1934	1.80	1.80	1.65	1.65	1.55	1.50	1.65	1.75	1.75	1.80	2.05	2.10	1.70
1935	2.15	2.25	2.20	2.10	1.80	1.60	1.60	1.55	1.70	1.95	1.95	2.00	1.85
1936	1.95	2.06	1.95	1.85	1.65	1.60	2.00	1.95	1.95	1.95	1.90	1.75	1.85

Milk, whole: Wholesale price per 100 pounds received by farmers, Massachusetts, by months, 1909-1936

Exhibits

209

Year	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Weighted Average
	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.	Dol.
1909													
1910	2.70	2.60	2.50	2.40	2.20	2.10	2.35	2.50	2.55	2.55	2.55	2.55	2.45
1911	2.45	2.45	2.30	2.20	2.10	2.10	2.35	2.55	2.55	2.65	2.70	2.70	2.40
1912	2.60	2.60	2.60	2.35	2.15	2.00	2.25	2.30	2.35	2.60	2.80	2.80	2.45
1913	2.70	2.65	2.55	2.45	2.20	2.20	2.45	2.50	2.50	2.75	2.90	2.90	2.55
1914	2.80	2.70	2.60	2.40	2.20	2.10	2.35	2.35	2.35	2.60	2.85	2.85	2.50
1915	2.70	2.60	2.50	2.40	2.20	2.10	2.30	2.35	2.50	2.60	2.85	2.85	2.50
1916	2.70	2.60	2.50	2.40	2.20	2.10	2.30	2.30	2.40	2.70	2.95	2.95	2.50
1917	2.80	2.70	2.60	2.50	2.40	2.40	2.65	2.90	3.15	3.40	3.40	3.40	2.85
1918	3.65	3.90	4.15	3.95	3.70	3.60	3.80	4.00	4.05	4.15	4.30	4.30	3.95
1919	4.45	4.40	4.30	4.30	4.15	4.15	4.40	4.65	4.55	4.75	4.95	4.95	4.50
1920	4.70	4.50	4.60	4.50	4.40	4.30	4.40	4.50	4.60	4.60	4.60	4.60	4.50
1921	4.50	4.25	4.00	3.75	3.50	3.50	3.60	3.70	3.80	3.80	3.80	3.80	3.80
1922	3.45	3.35	3.20	3.10	3.10	2.90	2.90	3.00	3.25	3.25	3.25	3.25	3.15
1923	3.40	3.40	3.40	3.20	3.10	3.10	3.30	3.40	3.55	3.60	3.70	3.60	3.40
1924	3.60	3.40	3.20	2.95	2.95	2.80	2.90	3.00	3.20	3.20	3.40	3.30	3.15
1925	3.20	3.00	3.00	2.90	2.90	2.70	2.80	3.00	3.25	3.50	3.55	3.55	3.10
1926	3.55	3.30	3.15	3.10	3.10	2.85	3.05	3.30	3.30	3.30	3.40	3.40	3.20
1927	3.20	3.00	2.90	2.90	2.90	2.85	3.00	3.25	3.50	3.50	3.50	3.50	3.15
1928	3.40	3.35	3.25	3.15	3.05	3.00	3.10	3.20	3.35	3.60	3.60	3.55	3.30
1929	3.40	3.40	3.30	3.30	3.20	3.10	3.30	3.50	3.60	3.60	3.60	3.55	3.40
1930	3.50	3.50	3.30	3.30	3.20	3.00	3.20	3.40	3.55	3.60	3.60	3.50	3.40
1931	3.30	2.95	2.95	2.70	2.70	2.65	2.65	2.85	2.95	2.90	2.80	2.80	2.80
1932	2.25	2.35	2.35	2.20	2.20	2.20	2.25	2.40	2.40	2.50	2.50	2.50	2.30
1933	2.25	2.10	2.00	1.95	1.90	2.15	2.30	2.25	2.30	2.25	2.20	2.20	2.15
1934	2.40	2.40	2.40	2.35	2.30	2.20	2.20	2.35	2.35	2.60	2.75	2.75	2.40
1935	2.85	2.70	2.80	2.70	2.70	2.70	2.70	2.80	2.75	2.80	3.00	3.00	2.80
1936	3.05	3.10	3.05	2.95	2.80	2.70	2.80	2.90	2.80	2.80	2.80	2.80	2.85

Exhibit No. 19 is omitted by stipulation of the parties. It will be certified to the Appellate Court as an original exhibit.

### EXHIBIT 20.

#### PLANT NOTICE No. 2

##### *To Hood Producers Delivering to This Station:*

H. P. Hood & Sons, Inc. will pay beginning Dec. 16, 1936 for all milk delivered by individual producers to this plant, a minimum price of \$2.20 per hundredweight for 3.7% milk at the 200 mile zone. The actual price paid will be based on \$2.895 per hundredweight f.o.b. Boston for Class I milk, less the usual freight, container and plant allowances, and modified only by Class II price for the surplus of deliveries to the ~~Hood~~ Company over the actual sales of milk by the ~~Hood~~ Company for the period.

For deliveries to Hood plants during the last half of November, this price was \$2.23 per hundredweight for 3.7% milk at the 200 mile zone.

No deductions for dues will be made.

Our usual requirements as to quality and temperatures will prevail.

It is the position of the ~~Hood~~ Company that the issues at stake in the present controversy must be decided by each producer for himself. It has instructed all its employees to offer no inducement to producers to break any contract they may have with any cooperative. The ~~Hood~~ Company cannot undertake to examine into the relationship of each producer with a cooperative, and the continued delivery of milk at this station will be taken to be the voluntary action of each producer without inducement on our part.

H. P. HOOD & SONS, INC.

December 14, 1936.

## PLANT NOTICE No. 3

*To Hood Producers Delivering to This Station:*

H. P. Hood & Sons, Inc. will pay on and after Feb. 1, 1937 for all milk delivered by individual producers to this plant, a price for 3.7% milk based on \$2.895 per hundred-weight f.o.b. Boston for Class I milk, less the usual freight, container and plant allowances, and modified only by Class II price for the surplus of deliveries to the Hood Company over the actual sales of milk by the Hood Company for the period.

No deductions for dues will be made.

Our usual requirements as to quality and temperatures will prevail.

It is the position of the Hood Company that the issues at stake in the present controversy must be decided by each producer for himself. It has instructed all its employees to offer no inducement to producers to break any contract they may have with any cooperative. The Hood company cannot undertake to examine into the relationship of each producer with a cooperative, and the continued delivery of milk at this station will be taken to be the voluntary action of each producer without inducement on our part.

H. P. HOOD & SONS, INC.

January 29, 1937

## PLANT NOTICE No. 4

*To Hood Producers Delivering to This Station:*

H. P. Hood & Sons, Inc. will pay for the month of March, 1937 for all milk delivered by individual producers to this plant \$2.10 per hundredweight for 3.7% milk in the 200 mile zone. Prices in other zones will be adjusted in the usual manner. It is anticipated that additional milk will be offered for sale to the Company March 1 and this is a guarantee price regardless of surplus.

No deductions for dues will be made.

Our usual requirements as to quality and temperatures will prevail.

It is the position of the Hood Company that the issues at stake in the present controversy must be decided by each producer for himself. It has instructed all its employees to offer no inducement to producers to break any contract they may have with any cooperative. The Hood Company cannot undertake to examine into the relationship of each producer with a cooperative, and the continued delivery of milk at this station will be taken to be the voluntary action of each producer without inducement on our part.

H. P. HOOD & SONS, INC.

February 23, 1937

PLANT NOTICE No. 5

*To Hood Producers Delivering to This Station:*

H. P. Hood & Sons, Inc. will pay for the month of April, 1937 for all milk delivered by individual producers to its plants, \$2.00 per hundredweight for 3.7% milk in the 200 mile zone. Prices in other zones will be adjusted in the usual manner. It is anticipated that additional milk will be offered for sale to the Company April 1 and this is a guaranteed price regardless of surplus.

No deductions for dues will be made.

Our usual requirements as to quality and temperatures will prevail.

It is the position of the Hood Company that the issues at stake in the present controversy must be decided by our producers themselves. It has instructed all its employees to offer no inducement to producers to break any contract they may have with any cooperative. The Hood Company cannot undertake to examine into the relationship of each producer with a cooperative, and the continued delivery of milk at this station will be taken to be the voluntary action of each producer without inducement on our part.

H. P. HOOD & SONS, INC.

March 31, 1937

The price at this plant will be \$.....

## PLANT NOTICE

*To Hood Producers Delivering to This Station:*

H. P. Hood & Sons, Inc., will pay for the month of May, 1937 for all milk delivered by individual producers to its plants \$1.85 per hundredweight net for 3.7% milk in the 200 mile zone with a butterfat differential based on the value of fat in cream less 8¢ per lb. Prices in other zones will be adjusted in the usual manner. It is anticipated that production will increase through May, and this is a guaranteed price regardless of surplus based on present resale prices.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of State and Federal Laws. In case of strikes or other cases which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant, and the continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein.

H. P. HOOD & SONS, INC.

April 28, 1937

## PLANT NOTICE

*To Hood Producers Delivering to This Station:*

H. P. Hood & Sons, Inc. will pay for the month of June, 1937 for all milk delivered by individual producers to its plants, \$1.81 per hundredweight net for 3.7% milk in the 200 mile zone with a butterfat differential based on the value of fat in cream less 8¢ per lb. Prices in other zones will be adjusted in the usual manner. It is anticipated that the average production and average surplus for the month of June will, as in the past, be higher than in May, and this is a guaranteed price regardless of surplus based on present resale prices.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of State and Federal Laws. In case of strikes or other cases which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant, and the continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein.

H. P. HOOD & SONS, INC.

June 1, 1937

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#### PLANT NOTICE

##### *To Hood Producers Delivering to This Station:*

H. P. Hood & Sons, Inc. will pay for the first half of July, 1937 for all milk delivered by individual producers to this plant, not less than \$2.20 per hundredweight net for 3.7% milk in the 200 mile zone with a butterfat differential based on the value of fat in cream less 8¢ per lb. Prices in other zones will be adjusted in the usual manner.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of State and Federal Laws. In case of strikes or other cases which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant, and the continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein.

H. P. HOOD & SONS, INC.

July 1, 1937

## PLANT NOTICE

*To Hood Producers Delivering to This Station:*

H. P. Hood & Sons, Inc. will pay for the last half of July, 1937 for all milk delivered by individual producers to its plants, not less than \$2.31 per hundredweight net for 3.7% milk in the 200 mile zone with a butterfat differential based on the value of fat in cream less 8¢ per lb. Prices in other zones will be adjusted in the usual manner.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of State and Federal Laws. In case of strikes or other cases which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant, and the continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein.

H. P. HOOD & SONS, INC.

July 16, 1937

## PLANT NOTICE

*To Hood Producers Delivering to This Station:*

The Secretary of Agriculture has issued an order which purports to govern prices to be paid to producers eligible to ship milk to the Boston Market. The order is effective August 1. Following our custom of some months past, we are quoting a price for August milk subject to such adjustments as the order may require.

H. P. Hood & Sons, Inc. will pay for the first half of August, 1937 for all milk delivered by individual producers to its plants, not less than \$2.40 per cwt. net for 3.7% milk in the 200 mile zone with a butterfat differential based on the value of fat in cream less 8 cents per pound, but in no event less than the prices fixed in the Order equalized

among producers of H. P. Hood & Sons, Inc. From said guaranteed minimum price of \$2.40 per cwt. net, H. P. Hood & Sons, Inc. is authorized to deduct each producer's proportionate part of any sums which H. P. Hood & Sons, Inc. is legally required to pay to the Federal Milk Administrator, or pays pursuant to an order of any court issued in connection with litigation concerning said Order, in respect of milk delivered in said period. Prices in other zones will be adjusted in the usual manner. No producer shall be entitled to recover from H. P. Hood & Sons, Inc. the amount of any such deductions based on payments actually made by H. P. Hood & Sons, Inc. to the Federal Milk Administrator, or pursuant to such a court order, on ground that the exaction of such payments from H. P. Hood & Sons, Inc. was illegal or unconstitutional. If any payments so made, on the basis of which H. P. Hood & Sons, Inc. has made deductions, are unconditionally repaid to H. P. Hood & Sons, Inc., it will distribute such amounts ratably among the producers entitled thereto.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of State and Federal Laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk; the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

H. P. Hood & Sons, Inc. regrets the necessity of the above provision for deductions from the guaranteed minimum price but is confident that producers will recognize the business necessity of that provision.

H. P. Hood & Sons, Inc.

August 1, 1937

## PLANT NOTICE

*To Hood Producers Delivering to This Station:*

The Secretary of Agriculture has issued an order which purports to govern prices to be paid to producers eligible to ship milk to the Boston Market. The order purports to become effective August 1, 1937. Following our custom of some months past, we are quoting a price for milk for the last half of August as set forth below.

H. P. Hood & Sons, Inc. will pay for the last half of August, 1937 for all milk delivered by individual producers to its plants, not less than \$2.45 per ewt..net for 3.7% milk in the 200 mile zone with a butterfat differential based on the value of fat in cream less 8 cents per pound, and in no event less than the prices fixed in the Order equalized among producers of H. P. Hood & Sons, Inc. From said guaranteed minimum price H. P. Hood & Sons, Inc. is authorized to deduct each producer's proportionate part of any sums which H. P. Hood & Sons, Inc. is legally required to pay to the Federal Milk Administrator, or pays pursuant to an order of any court issued in connection with litigation concerning said Order, in respect of milk delivered in said period. Prices in other zones will be adjusted in the usual manner. No producer will be entitled to recover from H. P. Hood & Sons, Inc. the amount of any such deductions based on payments actually made by H. P. Hood & Sons, Inc. to the Federal Milk Administrator, or pursuant to such a court order, on the ground that the exaction of such payments from H. P. Hood & Sons, Inc. was illegal or unconstitutional. If any payments so made, on the basis of which H. P. Hood & Sons, Inc. has made deductions, are unconditionally repaid to H. P. Hood & Sons, Inc., it will distribute such amounts ratably among the producers entitled thereto.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes

or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

H. P. Hood & Sons, Inc. regrets the necessity of the above provision for deductions from the guaranteed minimum price but is confident that producers will recognize the business necessity of that provision.

H. P. Hood & Sons, Inc.

August 16, 1937

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#### PLANT NOTICE

##### *To Hood Producers Delivering to This Station:*

H. P. Hood & Sons, Inc. will pay for the first half of September, 1937 for all milk delivered by individual producers to its plants, not less than \$2.40 per cwt. net for 3.7% milk in the 200 mile zone with a butterfat differential based on the value of fat in cream less 8 cents per pound, and in no event less than the prices fixed in the Order equalized among producers of H. P. Hood & Sons, Inc. From said guaranteed minimum price H. P. Hood & Sons, Inc. is authorized to deduct each producer's proportionate part of any sums which H. P. Hood & Sons, Inc. is legally required to pay to the Federal Milk Administrator, or pays pursuant to an order of any court issued in connection with litigation concerning said Order, in respect of milk delivered in said period. Prices in other zones will be adjusted in the usual manner. No producer will be entitled to recover from H. P. Hood & Sons, Inc. the amount of any such deductions based on payments actually made by H. P. Hood & Sons, Inc. to the Federal Milk Administrator, or pur-

ant to such a court order, on the ground that the exaction of such payments from H. P. Hood & Sons, Inc. was illegal or unconstitutional. If any payments so made, on the basis of which H. P. Hood & Sons, Inc. has made deductions, are unconditionally repaid to H. P. Hood & Sons, Inc., it will distribute such amounts ratably among the producers entitled thereto.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

H. P. Hood & Sons, Inc. regrets the necessity of the above provision for deductions from the guaranteed minimum price but is confident that producers will recognize the business necessity of that provision.

H. P. HOOD & SONS, INC.

September 1, 1937

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#### PLANT NOTICE

##### *To Hood Producers Delivering to This Station:*

H. P. Hood & Sons, Inc. will pay for the last half of September, 1937, for all milk delivered by individual producers to its plants, not less than \$2.40 per cwt. net for 3.7% milk in the 200 mile zone with a butterfat differential based on the value of fat in cream less 8 cents per pound, and in no event less than the prices fixed in the Order equalized among producers of H. P. Hood & Sons, Inc. From said guaranteed minimum price H. P. Hood & Sons, Inc. is au-

thorized to deduct each producer's proportionate part of any sums which H. P. Hood & Sons, Inc. is legally required to pay to the Federal Milk Administrator, or pays pursuant to an order of any court issued in connection with litigation concerning said Order, in respect of milk delivered in said period. Prices in other zones will be adjusted in the usual manner. No producer will be entitled to recover from H. P. Hood & Sons, Inc., the amount of any such deductions based on payments actually made by H. P. Hood & Sons, Inc. to the Federal Milk Administrator, or pursuant to such a court order, on the ground that the action of such payments from H. P. Hood & Sons, Inc. was illegal or unconstitutional. If any payments so made, on the basis of which H. P. Hood & Sons, Inc. has made deductions, are unconditionally repaid to H. P. Hood & Sons, Inc. it will distribute such amounts ratably among the producers entitled thereto.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

H. P. Hood & Sons, Inc. regrets the necessity of the above provision for deductions from the guaranteed minimum price but is confident that producers will recognize the business necessity of that provision.

H. P. Hood & Sons, Inc.

September 16, 1937.

## PLANT NOTICE

*To Hood Producers Delivering to This Station:*

H. P. Hood & Sons, Inc. will pay for the first half of October, 1937 for all milk delivered by individual producers to its plants, not less than \$2.40 per cwt. net for 3.7% milk in the 200 mile zone with a butterfat differential based on the value of fat in cream less 8 cents per pound, and in no event less than the prices fixed in the Order equalized among producers of H. P. Hood & Sons, Inc. From said guaranteed minimum price H. P. Hood & Sons, Inc. is authorized to deduct each producer's proportionate part of any sums which H. P. Hood & Sons, Inc. is legally required to pay to the Federal Milk Administrator, or pays pursuant to an order of any court issued in connection with litigation concerning said Order, in respect of milk delivered in said period. Prices in other zones will be adjusted in the usual manner. No producer will be entitled to recover from H. P. Hood & Sons, Inc. the amount of any such deductions based on payments actually made by H. P. Hood & Sons, Inc. to the Federal Milk Administrator, or pursuant to such a court order, on the ground that the exaction of such payments from H. P. Hood & Sons, Inc. was illegal or unconstitutional. If any payments so made, on the basis of which H. P. Hood & Sons, Inc. has made deductions, are unconditionally repaid to H. P. Hood & Sons, Inc. it will distribute such amounts ratably among the producers entitled thereto.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries

of milk will be accepted only on those terms and conditions.

H. P. Hood & Sons, Inc. regrets the necessity of the above provision for deductions from the guaranteed minimum price but is confident that producers will recognize the business necessity of that provision.

H. P. Hood & Sons, Inc.

October 1, 1937

**PLANT NOTICE**

***To Hood Producers:***

The Federal Government has begun purchasing milk from dealers and cooperatives who are complying with the AAA Milk Order, and in conjunction with the local welfare agencies is giving it away to the needy and unemployed in Greater Boston. It is evident that this milk is, in large part, replacing milk now being distributed through usual channels. The volume of regular milk sales in the market is therefore decreasing.

Because of these changed conditions, H. P. Hood & Sons, Inc. will pay for all milk delivered by individual producers during the period October 16-31, 1937 to its plants such price as may be announced by the Federal Milk Administrator. In the event that H. P. Hood & Sons, Inc. fails to pay subsequently charges established by the AAA Milk Order with respect to milk delivered during this pay period, it will make such additional payments to producers as are necessary to raise the price of \$2.28 per cwt. for 3.7% milk delivered at a plant in the 200 mile zone. Prices in other zones will be adjusted in the usual way. No producer will be entitled to recover from H. P. Hood & Sons, Inc. such additional payments on the ground that the action from the Company of charges established by the AAA Milk Order was illegal or unconstitutional.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the

transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

H. P. Hood & Sons, Inc.

October 16, 1937

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#### PLANT NOTICE

##### *To Hood Producers:*

H. P. Hood & Sons, Inc. will pay for all milk delivered to its plants by individual producers during the period November 1-15, 1937 such price as may be announced by the Federal Milk Administrator. In the event that H. P. Hood & Sons, Inc. is not obliged to pay subsequently equalization and other charges established by the AAA Milk Order with respect to milk delivered during this pay period, it will make such additional payments to producers as will raise the price to \$2.35 per cwt. for 3.7% milk delivered at a plant in the 200 mile zone. Butterfat and zone differences will be adjusted in the usual way. No producer will be entitled to recover from H. P. Hood & Sons, Inc. such additional amounts on the ground that the exaction from the Company of charges established by the AAA Milk Order was illegal or unconstitutional.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance

of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

H. P. Hood & Sons, Inc.

November 1, 1937

#### PLANT NOTICE

##### *To Hood Producers:*

H. P. Hood & Sons, Inc. will pay for all milk delivered to its plants by individual producers during the period November 16-30, 1937 such price as may be announced by the Federal Milk Administrator. In the event that H. P. Hood & Sons, Inc. is not obliged to pay subsequent equalization and other charges established by the AAA Milk Order with respect to milk delivered during this pay period, it will make such additional payments to producers as will raise the price to \$2.40 per cwt. for 3.7% milk delivered at a plant in the 200 mile zone. Butterfat and zone differences will be adjusted in the usual way. No producer will be entitled to recover from H. P. Hood & Sons, Inc. such additional amounts on the ground that the exaction from the Company of charges established by the AAA Milk Order was illegal or unconstitutional.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

H. P. Hood & Sons, Inc.

November 16, 1937.

**PLANT NOTICE*****To Hood Producers:***

H. P. Hood & Sons, Inc. will pay for all milk delivered to its plants by individual producers during the period December 1-15, 1937 such price as may be announced by the Federal Milk Administrator. In the event that H. P. Hood & Sons, Inc. is not obliged to pay subsequently equalization and other charges established by the AAA Milk Order with respect to milk delivered during this pay period, it will make such additional payments to producers as will raise the price to not less than \$2.40 per cwt. for 3.7% milk delivered at a plant in the 200 mile zone. Butterfat and zone differences will be adjusted in the usual way. No producers will be entitled to recover from H. P. Hood & Sons, Inc. such additional amounts on the ground that the exaction from the Company of charges established by the AAA Milk Order was illegal or unconstitutional.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

H. P. HOOD & SONS, INC.

December 1, 1937

**PLANT NOTICE*****To Hood Producers:***

H. P. Hood & Sons, Inc. will pay for all milk delivered to its plants by individual producers during the period December 16-31, 1937 such price as may be announced by

the Federal Milk Administrator. In the event that H. P. Hood & Sons, Inc. is not obliged to pay subsequently equalization and other charges established by the AAA Milk Order with respect to milk delivered during this pay period, it will make such additional payments to producers as will raise the price to not less than \$2.35 per cwt. for 3.7% milk delivered at a plant in the 200 mile zone. Butterfat and zone differences will be adjusted in the usual way. No producers will be entitled to recover from H. P. Hood & Sons, Inc. such additional amounts on the ground that the exaction from the Company of charges established by the AAA Milk Order was illegal or unconstitutional.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

H. P. Hood & Sons, Inc.

December 16, 1937

## EXHIBIT 21.

H. P. HOOD &amp; SONS, INC.

3.7% MILK

		20th Zone Pool Price Non- Members	20th Zone Prices Posted in Hood Plant Notices*	Excess of Posted Prices over Pool Prices	Total Money Value Excess of Posted Prices over Pool Prices
Aug.	1-15	\$2.078	\$2.426	\$.348	\$32,599.55
"	16-31	2.106	2.460	.354	34,487.13
Sept.	1-15	1.887	2.413	.526	49,628.29
"	16-30	1.870	2.400	.530	50,003.06
Oct.	1-15	1.857	2.409	.552	50,393.92
"	16-31	2.018	2.260	.242	21,041.66
Nov.	1-15	2.217	2.330	.113	8,085.98
"	16-30	2.271	2.380	.109	7,525.00
Dec.	1-15	2.252	2.380	.128	8,937.76
"	16-31	2.115	2.330	.215	16,503.70
					\$279,206.05

\* After deducting 2¢ paid Administrator.

## EXHIBIT 22.

## PLANT NOTICE No. 2

*To Noble Producers Delivering to This Station:*

Noble's Milk Company will pay beginning December 16, 1936 for all milk delivered by individual producers to this plant, a minimum price of \$2.271 per hundredweight for 3.7% milk. The actual price paid will be based on \$2.895 per hundredweight f.o.b. Boston for Class I milk, less the usual freight, container and plant allowances, and modified only by Class II price for the surplus of deliveries to the Noble Company over the actual sales of milk by the Noble Company for the period.

For deliveries to this plant during the last half of November, this price was \$2.297 per hundredweight for 3.7% milk.

No deductions for dues will be made.

Our usual requirements as to quality and temperatures will prevail.

It is the position of the Noble Company that the issues at stake in the present controversy must be decided by each producer for himself. It has instructed all its employees to offer no inducement to producers to break any contract they may have with any cooperative. The Noble company cannot undertake to examine into the relationship of each producer with a cooperative, and the continued delivery of milk at this station will be taken to be the voluntary action of each producer without inducement on our part.

NOBLE'S MILK COMPANY

December 14, 1936.

PLANT NOTICE No. 3

*To Noble Producers Delivering to This Station:*

Noble's Milk Company will pay on and after Feb. 1, 1937 for all milk delivered by individual producers to this plant, a price for 3.7% milk based on \$2.895 per hundredweight f.o.b. Boston for Class I milk, less the usual freight, container and plant allowances, and modified only by Class II price for the surplus of deliveries to the Noble Company over the actual sales of milk by the Noble Company for the period.

No deductions for dues will be made.

Our usual requirements as to quality and temperatures will prevail.

It is the position of the Noble Company that the issues at stake in the present controversy must be decided by each producer for himself. It has instructed all its employees to offer no inducement to producers to break any contract they may have with any cooperative. The Noble Company cannot undertake to examine into the relationship of each producer with a cooperative, and the continued delivery of milk at this station will be taken to be the voluntary action of each producer without inducement on our part.

tary action of each producer without inducement on our part.

NOBLE'S MILK COMPANY

January 29, 1937

PLANT NOTICE No. 4

*To Noble Producers Delivering to This Station:*

Noble's Milk Company will pay for the month of March, 1937 for all milk delivered by individual producers to this plant \$2.17 per hundredweight for 3.7% milk. It is anticipated that additional milk will be offered for sale to the Company March 1 and this is a guaranteed price regardless of surplus.

No deductions for dues will be made.

Our usual requirements as to quality and temperatures will prevail.

It is the position of the Noble Company that the issues at stake in the present controversy must be decided by each producer for himself. It has instructed all its employees to offer no inducement to producers to break any contract they may have with any cooperative. The Noble Company cannot undertake to examine into the relationship of each producer with a cooperative, and the continued delivery of milk at this station will be taken to be the voluntary action of each producer without inducement on our part.

NOBLE'S MILK COMPANY

February 23, 1937

PLANT NOTICE No. 5

*To Noble Producers Delivering to This Station:*

Noble's Milk Company will pay for the month of April, 1937 for all milk delivered by individual producers to this plant, \$2.070 per hundredweight for 3.7% milk. It is anticipated that additional milk will be offered for sale to the Company April 1 and this is a guaranteed price regardless of surplus.

No deductions for dues will be made.

Our usual requirements as to quality and temperatures will prevail.

It is the position of the Noble Company that the issues at stake in the present controversy must be decided by our producers themselves. It has instructed all its employees to offer no inducement to producers to break any contract they may have with any cooperative. The Noble company cannot undertake to examine into the relationship of each producer with a cooperative, and the continued delivery of milk at this station will be taken to be the voluntary action of each producer without inducement on our part.

NOBLE'S MILK COMPANY

March 31, 1937

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PLANT NOTICE

*To Noble Producers Delivering to This Station:*

Noble's Milk Company will pay for the month of May, 1937 for all milk delivered by individual producers to this plant, \$1.92 per hundredweight for 3.7% milk. It is anticipated that production will increase through May and this is a guaranteed price regardless of surplus based on present resale prices.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of State and Federal Law. In case of strikes or other cases which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant, and the continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein.

NOBLE'S MILK COMPANY

April 28, 1937.

## PLANT NOTICE

*To Noble Producers Delivering to This Station:*

Noble's Milk Company will pay for the month of June, 1937 for all milk delivered by individual producers to this plant, \$1.881 per hundredweight for 3.7% milk. It is anticipated that the average production and average surplus for the month of June will, as in the past, be higher than in May, and this is a guaranteed price regardless of surplus based on present resale prices.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of State and Federal Laws. In case of strikes or other cases which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant, and the continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein.

NOBLE'S MILK COMPANY

June 1, 1937

NOBLE'S MILK COMPANY

500 Rutherford Ave.

Boston, Mass.

*To Noble Producers Delivering to This Station:*

Noble's Milk Company will pay for the first half of July, 1937 for all milk delivered by individual producers to this plant, not less than \$2.27 per hundredweight for 3.7% milk, with a butterfat differential based on the value of fat in cream less 8¢ per lb.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of State and Federal Laws. In case of strikes or other cases which shall interfere with the

transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant, and the continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein.

NOBLE'S MILK COMPANY

July 1, 1937

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#### PLANT NOTICE

##### *To Noble Producers Delivering to This Station:*

Noble's Milk Company will pay for the last half of July, 1937 for all milk delivered by individual producers to this plant, not less than \$2.38 per hundredweight for 3.7% milk, with a butterfat differential based on the value of fat in cream less 8¢ per lb.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of State and Federal Laws. In case of ~~strikes~~ or other cases which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant, and the continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein.

NOBLE'S MILK COMPANY

July 16, 1937

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#### PLANT NOTICE

##### *To Noble Producers:*

The Secretary of Agriculture has issued an order which purports to govern prices to be paid to producers eligible to ship milk to the Boston Market. The order is effective August 1, 1937. Following our custom of some months

past, we are quoting a price for August milk subject to such adjustments as the order may require.

Noble's Milk Company will pay for the first half of August, 1937 for all milk delivered by individual producers to this plant, not less than \$2.47 per cwt. net for 3.7% milk with a butterfat differential based on the value of fat in cream less 8 cents per pound, but in no event less than the prices fixed in the Order equalized among producers of Noble's Milk Company. From said guaranteed minimum price of \$2.47 per cwt. net, Noble's Milk Company is authorized to deduct each producer's proportional part of any sums which Noble's Milk Company is legally required to pay to the Federal Milk Administrator, or pays pursuant to an order of any court issued in connection with litigation concerning said Order, in respect of milk delivered in said period. No producer shall be entitled to recover from Noble's Milk Company the amount of any such deductions based on payments actually made by Noble's Milk Company to the Federal Milk Administrator, or pursuant to such a court order, on ground that the exaction of such payments from Noble's Milk Company was illegal or unconstitutional. If any payments so made, on the basis of which Noble's Milk Company has made deductions, are unconditionally repaid to Noble's Milk Company, it will distribute such amounts ratably among the producers entitled thereto.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of State and Federal Laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

Noble's Milk Company regrets the necessity of the above

provision for deductions from the guaranteed minimum price but is confident that producers will recognize the business necessity of that provision.

NOBLE'S MILK COMPANY

August 1, 1937

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PLANT NOTICE

*To Noble Producers:*

The Secretary of Agriculture has issued an order which purports to govern prices to be paid to producers eligible to ship milk to the Boston Market. The order purports to become effective August 1, 1937. Following our custom of some months past, we are quoting a price for milk for the last half of August as set forth below.

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Noble's Milk Company will pay for the last half of August, 1937 for all milk delivered by individual producers to this plant, not less than \$2.52 per cwt. net for 3.7% milk with a butterfat differential based on the value of fat in cream less 8 cents per pound, and in no event less than the prices fixed in the Order equalized among producers of Noble's Milk Company. From said guaranteed minimum price Noble's Milk Company is authorized to deduct each producer's proportional part of any sums which Noble's Milk Company is legally required to pay to the Federal Milk Administrator, or pays pursuant to an order of any court issued in connection with litigation concerning said Order, in respect of milk delivered in said period. No producer will be entitled to recover from Noble's Milk Company the amount of any such deductions based on payments actually made by Noble's Milk Company to the Federal Milk Administrator, or pursuant to such a court order, on the ground that the exaction of such payments from Noble's Milk Company was illegal or unconstitutional. If any payments so made, on the basis of which Noble's Milk Com-

pany has made deductions, are unconditionally repaid to Noble's Milk Company, it will distribute such amounts ratably among the producers entitled thereto.

All milk must meet the requirements of the various Boards of Health where the Company sells milk, and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

Noble's Milk Company regrets the necessity of the above provision for deductions from the guaranteed minimum price but is confident that producers will recognize the business necessity of that provision.

NOBLE'S MILK COMPANY

August 16, 1937

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PLANT NOTICE

*To Noble Producers:*

Noble's Milk Company will pay for the first half of September, 1937 for all milk delivered by individual producers to this plant, not less than \$2.47 per cwt. net for 3.7% milk with a butterfat differential based on the value of fat in cream less 8 cents per pound, and in no event less than the prices fixed in the Order equalized among producers of Noble's Milk Company. From said guaranteed minimum price Noble's Milk Company is authorized to deduct each producer's proportionate part of any sums which Noble's Milk Company is legally required to pay to the Federal Milk Administrator, or pays pursuant to an order of any court issued in connection with litigation concerning said Order, in respect of milk delivered in said period.

No producer will be entitled to recover from Noble's Milk Company the amount of any such deductions based on payments actually made by Noble's Milk Company to the Federal Milk Administrator, or pursuant to such a court order, on the ground that the exaction of such payments from Noble's Milk Company was illegal or unconstitutional. If any payments so made, on the basis of which Noble's Milk Company has made deductions, are unconditionally repaid to Noble's Milk Company, it will distribute such amounts ratably among the producers entitled thereto.

All milk must meet the requirements of the various Board of Health where the Company sells milk, and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

Noble's Milk Company regrets the necessity of the above provision for deductions from the guaranteed minimum price but is confident that producers will recognize the business necessity of that provision.

NOBLE'S MILK COMPANY

September 1, 1937.

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PLANT NOTICE

*To Noble Producers:*

Noble's Milk Company will pay for the last half of September, 1937 for all milk delivered by individual producers to this plant, not less than \$2.47 per cwt. net for 3.7% milk with a butterfat differential based on the value of fat in cream less 8 cents per pound, and in no event less than the prices fixed in the Order equalized among pro-

ducers of Noble's Milk Company. From said guaranteed minimum price Noble's Milk Company is authorized to deduct each producer's proportionate part of any sums which Noble's Milk Company is legally required to pay to the Federal Milk Administrator, or pays pursuant to an order of any court issued in connection with litigation concerning said Order, in respect of milk delivered in said period. No producer will be entitled to recover from Noble's Milk Company the amount of any such deductions based on payments actually made by Noble's Milk Company to the Federal Milk Administrator, or pursuant to such a court order, on the ground that the exaction of such payments from Noble's Milk Company was illegal or unconstitutional. If any payments so made, on the basis of which Noble's Milk Company has made deductions, are unconditionally repaid to Noble's Milk Company, it will distribute such amounts ratably among the producers entitled thereto.

All milk must meet the requirements of the various Boards of Health where the Company sells milk, and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

Noble's Milk Company regrets the necessity of the above provision for deductions from the guaranteed minimum price but is confident that producers will recognize the business necessity of that provision.

NOBLE'S MILK COMPANY

September 16, 1937.

## PLANT NOTICE

*To Noble Producers:*

Noble's Milk Company will pay for the first half of October, 1937 for all milk delivered by individual producers to this plant, not less than \$2.47 per cwt. net for 3.7% milk with a butterfat differential based on the value of fat in cream less 8 cents per pound, and in no event less than the prices fixed in the Order equalized among producers of Noble's Milk Company. From said guaranteed minimum price Noble's Milk Company is authorized to deduct each producer's proportionate part of any sums which Noble's Milk Company is legally required to pay to the Federal Milk Administrator, or pays pursuant to an order of any court issued in connection with litigation concerning said Order, in respect of milk delivered in said period. No producer will be entitled to recover from Noble's Milk Company the amount of any such deductions based on payments actually made by Noble's Milk Company to the Federal Milk Administrator, or pursuant to such a court order, on the ground that the exaction of such payments from Noble's Milk Company was illegal or unconstitutional. If any payments so made, on the basis of which Noble's Milk Company has made deductions, are unconditionally repaid to Noble's Milk Company, it will distribute such amounts ratably among the producers entitled thereto.

All milk must meet the requirements of the various Board of Health where the Company sells milk, and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

Noble's Milk Company regrets the necessity of the above provision for deductions from the guaranteed minimum price but is confident that producers will recognize the business necessity of that provision.

NOBLE'S MILK COMPANY

October 1, 1937.

PLANT NOTICE

*To Noble Producers:*

The Federal Government has begun purchasing milk from dealers and cooperatives who are complying with the AAA Milk Order, and in conjunction with the local welfare agencies is giving it away to the needy and unemployed in Greater Boston. It is evident that this milk is, in large part, replacing milk now being distributed through usual channels. The volume of regular milk sales in the market is therefore decreasing.

Because of these changed conditions, Noble's Milk Company will pay for all milk delivered by individual producers to its plant during the period October 16-31, 1937 such price as may be announced by the Federal Milk Administrator. In the event that Noble's Milk Company fails to pay subsequently charges established by the AAA Milk Order with respect to milk delivered during this pay period, it will make such additional payments to producers as are necessary to raise the price to such amount as would result from applying the Class I and Class II prices established by the Massachusetts Milk Control Board to the Class I and Class II sales of Noble's Milk Company. No producer will be entitled to recover from Noble's Milk Company such additional payments on the ground that the exaction from the Company of charges established by the AAA Milk Order was illegal or unconstitutional.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the trans-

portation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

NOBLE'S MILK COMPANY

October 16, 1937

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PLANT NOTICE

*To Noble Producers:*

Noble's Milk Company will pay for all milk delivered to its plant by individual producers during the period Nov. 1-15, 1937 such price as may be announced by the Federal Milk Administrator. In the event that Noble's Milk Company is not obliged to pay subsequently equalization and other charges established by the AAA Milk Order with respect to milk delivered during this pay period, it will make such additional payments to producers as will raise the price to such amount as would result from applying the Class I and Class II prices established by the Massachusetts Milk Control Board to the Class I and Class II sales of Noble's Milk Company. Butterfat differences will be adjusted in the usual way. No producer will be entitled to recover from Noble's Milk Company such additional amounts on the ground that the exaction from the Company of charges established by the AAA Milk Order was illegal or unconstitutional.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public *posting* of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

NOBLE'S MILK COMPANY

November 1, 1937

**PLANT NOTICE**

**To Noble Producers:**

Noble's Milk Company will pay for all milk delivered to its plant by individual producers during the period Nov. 16-30, 1937 such price as may be announced by the Federal Milk Administrator. In the event that Noble's Milk Company is not obliged to pay subsequently equalization and other charges established by the AAA Milk Order with respect to milk delivered during this pay period, it will make such additional payments to producers as will raise the price to such amount as would result from applying the Class I and Class II prices established by the Massachusetts Milk Control Board to the Class I and Class II sales of Noble's Milk Company. Butterfat differences will be adjusted in the usual way. No producer will be entitled to recover from Noble's Milk Company such additional amounts on the ground that the exaction from the Company of charges established by the AAA Milk Order was illegal or unconstitutional.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries

of milk will be accepted only on those terms and conditions.

NOBLE'S MILK COMPANY

November 16, 1937

PLANT NOTICE

*To Noble Producers:*

Noble's Milk Company will pay for all milk delivered to its plant by individual producers during the period December 1-15, 1937 such price as may be announced by the Federal Milk Administrator. In the event that Noble's Milk Company is not obliged to pay subsequently equalization and other charges established by the AAA Milk Order with respect to milk delivered during this pay period, it will make such additional payments to producers as will raise the price to such amount as would result from applying the Class I and Class II prices established by the Massachusetts Milk Control Board to the Class I and Class II sales of Noble's Milk Company. Butterfat differences will be adjusted in the usual way. No producer will be entitled to recover from Noble's Milk Company such additional amounts on the ground that the exaction from the Company of charges established by the AAA Milk Order was illegal or unconstitutional.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

NOBLE'S MILK COMPANY

December 1, 1937

**PLANT NOTICE**

***To Noble Producers:***

Noble's Milk Company will pay for all milk delivered to its plant by individual producers during the period December 16-31, 1937 such price as may be announced by the Federal Milk Administrator. In the event that Noble's Milk Company is not obliged to pay subsequently equalization and other charges established by the AAA Milk Order with respect to milk delivered during this pay period, it will make such additional payments to producers as will raise the price to such amount as would result from applying the Class I and Class II prices established by the Massachusetts Milk Control Board to the Class I and Class II sales of Noble's Milk Company. Butterfat differences will be adjusted in the usual way. No producer will be entitled to recover from Noble's Milk Company such additional amounts on the ground that the exaction from the Company of charges established by the AAA Milk Order was illegal or unconstitutional.

All milk must meet the requirements of the various Boards of Health where the Company sells milk and comply with all provisions of applicable laws. In case of strikes or other causes which shall interfere with the transportation or sale of milk, the Company shall not be required to accept milk beyond its needs.

Copies of this agreement while in effect will be available at this plant. The continued shipment of milk after the public posting of this notice will constitute an acceptance of all the terms and conditions stated herein and deliveries of milk will be accepted only on those terms and conditions.

**NOBLE'S MILK COMPANY**

December 16, 1937.

## Exhibits

## EXHIBIT 23.

## NOBLE'S MILK COMPANY.

## 3.7 MILK

		Pool Price Non- Member	Price Posted in Noble's Plant Notices*	Excess of Posted Prices over Pool Prices	Total Money Value Excess of Posted Prices over Pool Prices
Aug.	1-15	\$2.149	\$2.492	\$343	\$2,009.03
"	16-31	2.177	2.534	.357	2,158.53
Sept.	1-15	1.958	2.468	.510	2,890.90
"	16-30	1.941	2.456	.515	2,943.98
Oct.	1-15	1.928	2.470	.542	3,217.63
"	16-31	2.089	2.338	.249	1,511.22
Nov.	1-15	2.288	2.410	.122	643.16
"	16-30	2.342	2.460	.118	587.10
Dec.	1-15	2.323	2.459	.136	664.37
"	16-31	2.186	2.409	.223	1,200.77
					\$17,826.69

\* After deducting 2¢ paid Administrator.

## EXHIBIT 24.

EDWARD F. BRANON, FAIRFIELD, VERMONT  
(ZONE 27)ACCOUNT WITH  
H. P. HOOD & SONS, INC.

Delivery Period 1937	Pounds Delivered	Test	Pool Price (Non-Member)	Prices Posted in Hood Plant Notices	Excess Posted Price over Pool Price	Money Value Excess Posted Price over Pool Price
Aug. 1-15	12,834	3.7	\$2.037	\$2.385	\$348	\$44.66
" 16-31	12,100	3.6	2.025	2.379	.354	42.83
Sept. 1-15	9,857	3.7	1.846	2.372	.526	51.85
" 16-30	9,059	3.7	1.829	2.359	.530	48.01
Oct. 1-15	9,102	3.5	1.736	2.288	.552	50.24
" 16-31	8,465	3.6	1.936	2.178	.242	20.49
Nov. 1-15	7,062	3.5	2.090	2.203	.113	7.98
" 16-30	6,880	3.4	2.092	2.201	.109	7.50
Dec. 1-15	7,487	3.4	2.067	2.195	.128	9.58
" 16-31	8,027	3.3	1.894	2.109	.215	17.26
						\$300.40

Exhibit No. 25 is omitted by stipulation of the parties. It will be certified to the Appellate Court as an original exhibit.

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**EXHIBIT 26.****Boston, Massachusetts****January 4, 1937**

The Whiting Milk Company will pay the following prices per hundred pounds for all milk received during the month of January, testing 3.7% butterfat.

These prices are payable for milk delivered by non-members of the N.E.M.P.A., and are subject to the usual butterfat differentials and can charges.

N. Walpole, N.H.	\$2.26
Randolph, Vt.	2.22
Waterbury, Vt.	2.19
Skowhegan, Me.	2.19
Newport, Me.	2.19
Harmony, Me.	2.18
Colebrook, N.H.	2.18

**WHITING MILK COMPANY****Boston, Massachusetts****January 28, 1937**

*To Non-Member Producers Shipping to the Whiting Milk Company*

The Whiting Milk Company will pay, subject to changes hereinafter referred to, the following prices for all milk containing 3.7% butterfat delivered to our country stations during the month of February. This price is subject to the usual butterfat differential and can charges.

Zone 12 N. Walpole, N.H.	\$2.22	cwt.
" 18 Randolph, Vt.	2.18	"
" 22 Waterbury, Vt.	2.15	"
" " Skowhegan, Me.	"	"
" 24 Harmony, Me.	2.12	"
" 25 Colebrook, N.H.	"	"

This price is offered on the basis of the present resale conditions in the Greater Boston Market.

Every effort is being made by Greater Boston dealers to maintain the present resale and producer prices.

The N. E. Dairies, Inc. have advertised in the Boston papers that they are prepared to sell milk for 5 1/4¢ a quart, beginning January 10. This is 1¢ lower than the present price.

If competitive conditions in this market reach a point where a drop is inevitable, your elected representatives will be called into Boston to discuss the situation.

The prices above quoted are, therefore, subject to change during the month after consultation with your representatives.

WHITING MILK COMPANY

Boston, Massachusetts  
February 25, 1937

*To Our Producers:*

Based on present market conditions, the Whiting Milk Company proposes to pay for the month of March, the following prices for all 3.7% milk delivered at country stations listed below. These prices are subject to the usual butterfat differential and can charges.

Zone 12	N. Walpole, N.H.	\$2.13	cwt.
" 18	Randolph, Vt.	2.09	"
" 22	Waterbury, Vt.	2.06	"
" 22	Skowhegan, Me.	2.06	"
" 22	Newport, Me.	2.06	"
" 24	Harmony, Me.	2.03	"
" 25	Colebrook, N.H.	2.03	"

If competitive conditions in this market reach a point where a drop is inevitable, your elected representatives will be called into Boston to discuss the situation.

WHITING MILK COMPANY

## Boston, Massachusetts

April 21, 1937

*To Our Producers:*

Based on present market conditions, the Whiting Milk Company proposes to pay for the month of April, the following prices for all 3.7% milk delivered at country stations listed below. These prices are subject to the usual butterfat differential and can charges.

Zone 12 N. Walpole, N.H.	\$2.072 cwt.
" 18 Randolph, Vt.	2.039 "
" 22 Waterbury, Vt.	2.01 "
" 22 Skowhegan, Me.	2.01 "
" 22 Newport, Me.	2.01 "
" 24 Harmony, Me.	2.001 "
" 25 Colebrook, N. H.	2.001 "

Butterfat differential \$0.036

If competitive conditions in this market reach a point where a drop is inevitable, your elected representatives will be called into Boston to discuss the situation.

## WHITING MILK COMPANY

## Boston, Massachusetts

May 5, 1937

*To Our Producers:*

The Whiting Milk Company proposes to pay for the month of May, the following prices in the following zones for all milk containing 3.7% butterfat. These prices are subject to butterfat differential and can charges where necessary.

N. Walpole, N. H.	Zone 12	\$1.957 cwt.
Randolph, Vt.	" 18	1.925 "
Skowhegan, Me.	" 22	1.90 "
Newport, Me.	" 22	1.90 "
Waterbury, Vt.	" 22	1.90 "
Colebrook, N.H.	" 24	1.892 "
Harmony, Me.	" 24	1.892 "

These prices are based on current market conditions. It is expressly understood that no changes will be made in these prices unless your representatives first come to Boston to discuss any conditions that may in the future arise which would warrant further adjustment.

WHITING MILK COMPANY

Boston, Massachusetts

June 14, 1937

*To Our Producers:*

Based on present market conditions, the Whiting Milk Company proposes to pay for the month of June, the following prices for all 3.7% milk delivered at country stations listed below. These prices are subject to the usual butterfat differential and can charges.

Zone 12 N. Walpole, N.H.	\$1.907	cwt.
" 18 Randolph, Vt.	1.875	"
" 22 Waterbury, Vt.	1.85	"
" 22 Skowhegan, Me.	1.85	"
" 22 Newport, Me.	1.85	"
" 24 Harmony, Me.	1.842	"
" 25 Colebrook, N.H.	1.842	"

Butterfat differential \$0.032.

If competitive conditions in this market reach a point where a drop is inevitable, your elected representatives will be called into Boston to discuss the situation.

WHITING MILK COMPANY

Boston, Massachusetts

July 8, 1937

*To Our Producers:*

The prices listed below reflect an increase of 35¢ cwt. for Class 1 Milk which became effective July 1.

Based on present market conditions, the Whiting Milk Company proposes to pay for the month of July, the following prices for all 3.7% milk delivered at country stations

listed below. These prices are subject to the usual butterfat differential and can charges.

Zone 12 N. Walpole, N.H.	\$2.3361	cwt.
" 18 Randolph, Vt.	2.2984	"
" 22 Waterbury, Vt.	2.2702	"
" 22 Skowhegan, Me.	2.2702	"
" 22 Newport, Me.	2.2702	"
" 24 Harmony, Me.	2.2608	"
" 25 Colebrook, N.H.	2.2608	"

Butterfat differential \$.04

If competitive conditions in this market reach a point where a drop is inevitable, your elected representatives will be called into Boston to discuss the situation.

WHITING MILK COMPANY

Boston, Massachusetts

July 29, 1937

*To Our Producers:*

Based on present market conditions, the Whiting Milk Company proposes to pay for the month of August, subject to the provisions contained in this letter, the following prices for all 3.7% milk delivered at country stations listed below. These prices are subject to the usual butterfat differential and can charges.

Zone 12 N. Walpole, N.H.	\$2.364	cwt.
" 18 Randolph, Vt.	2.325	"
" 22 Waterbury, Vt.	2.296	"
" 22 Skowhegan, Me.	2.296	"
" 22 Newport, Me.	2.296	"
" 24 Harmony, Me.	2.287	"
" 25 Colebrook, N. H.	2.287	"

Butterfat differential \$.04

Last November we wrote you that effective with December deliveries we would announce a month in advance the prices that we would pay for milk to be delivered during the following month. We have followed this procedure ever

since that time. The prices mentioned above are the prices that we propose to pay for the month of August in event that we are not subject to Federal Order.

We wish to call your attention to the fact that the Secretary of Agriculture has purported to reinstate the Federal Order which was in effect in this market last August, and he has conducted a referendum with reference to certain amendments to this order. If the Secretary proposes to enforce this order we shall be obliged to abide by it until it has either been rescinded or until it has been held invalid by some court of competent jurisdiction. The effect of the order being valid would mean that we would not be able to pay our producers the prices listed above, but would be forced to pay an equalized price.

We are sending you this information so that there will be *no misunderstanding* in your mind in the event that the Federal Order is enforced.

WHITING MILK COMPANY

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WHITING MILK COMPANY

August 31, 1937

Until further notice the Whiting Milk Company announced that it will pay directly to producers for all 3.7 milk delivered by producers to its country plants during the month of September—the uniform price announced by the Milk Administrator under order #4.

Doubts have been expressed as to the validity of order #4 and it is expected that the order will be litigated before the Secretary of Agriculture and before the Courts.

If Whiting Milk Company participates in this litigation it will resist payment over by it into the Administrator's Pool of the amount in dollars equal to the difference between (a) the cost to the Company of its milk in accordance with its use at the classified prices, specified in the order and (b) its direct payments to producers.

If the company is successful in withholding these amounts and the withholding is ultimately sustained by the courts,

Whiting Milk Company agrees to make further payment to its producers on account of the milk delivered by them, so as to adjust the price for September Milk to the following:

<i>Zone</i>		<i>Zone</i>	
12 North Walpole	2.3442	18 Randolph	2.3065
23 Skowhegan	2.2783	23 Waterbury	2.2783
23 Newport	2.2783	24 Colebrook	2.2695
24 Harmony	2.2695		

Whiting Milk Company reserves the right to discontinue any litigation against the order at any time, and in the event of such discontinuance, no price adjustment as above can or will be made:

Any litigation against the order may extend over a considerable period of time and no price adjustment can be made until the litigation is definitely and successfully terminated.

WHITING MILK COMPANY

WHITING MILK COMPANY

October 1, 1937

Until further notice the Whiting Milk Company announces that it will pay directly to producers for all 3.7 milk delivered by producers to its country plants during the month of October, the uniform price announced by the Milk Administrator under Order No. 4.

Doubts have been expressed as to the validity of Order No. 4, and a hearing is now being held by the Secretary of Agriculture reviewing the Order.

The Whiting Milk Company is participating in this hearing and is resisting payment into the Administrator's Pool of the amount in dollars equal to the difference between (a) the cost to the Company of its milk in accordance with its use at the classified prices specified in the Order, and (b) its direct payments to producers.

If the Company is successful in withholding these amounts and the withholding is ultimately sustained by the courts, Whiting Milk Company agrees to make further payment to

its producers on account of the milk delivered by them, so as to adjust the price for September milk to the following:

<i>Zone</i>		
12	N. Walpole	\$2.3504 cwt.
22	Skowhegan	2.2884 "
22	Newport	2.2884 "
24	Harmony	2.2775 "
18	Randolph	2.3138 "
22	Waterbury	2.2884 "
24	Colebrook	2.2775 "

Whiting Milk Company reserves the right to discontinue any litigation against the Order at any time, and in the event of such discontinuance, no price adjustment as above can or will be made.

Any litigation against the Order may extend over a considerable period of time and no price adjustment can be made until the litigation is definitely and successfully terminated.

WHITING MILK COMPANY

WHITING MILK COMPANY

November 3, 1937

Until further notice the Whiting Milk Company announces that it will pay directly to producers for all 3.7% milk delivered by producers to its country plants during the month of November, the uniform price announced by the Milk Administrator under Order No. 4.

Doubts have been expressed as to the validity of Order No. 4, and the whole issue is now being heard in the courts, in the suit brought by the Secretary of Agriculture against the Whiting Milk Company.

The Whiting Milk Company is resisting payment into the Administrator's Pool of the amount in dollars equal to the difference between (a) the cost to the Company of its milk in accordance with its use at the classified prices specified in the Order, and (b) its direct payments to producers.

If the Company is successful in withholding these amounts and the withholding is ultimately sustained by the courts, Whiting Milk Company agrees to make further payment to its producers on account of the milk delivered by them so as to adjust the price for November milk to the following:

*Zone*

12	N. Walpole	\$2.3729	cwt.
18	Skowhegan	2.3343	"
22	Newport	2.3072	"
24	Harmony	2.2963	"
18	Randolph	2.3343	"
22	Waterbury	2.3072	"
24	Colebrook	2.2963	"

Whiting Milk Company reserves the right to discontinue any litigation against the Order at any time, and in the event of such discontinuance, no price adjustment as above can or will be made.

Any litigation against the Order may extend over a considerable period of time and no price adjustment can be made until the litigation is definitely and successfully terminated.

WHITING MILK COMPANY

WHITING MILK COMPANY

December 2, 1937

Until further notice the Whiting Milk Company announces that it will pay directly to producers for all 3.7% milk delivered by producers to its country plants during the month of December, the uniform price announced by the Milk Administrator under Order No. 4.

Doubts have been expressed as to the validity of Order No. 4, and the whole issue is now being heard in the courts, in the suit brought by the Secretary of Agriculture against the Whiting Milk Company.

The Whiting Milk Company is resisting payment into the Administrator's Pool of the amount in dollars equal to the difference between (a) the cost to the Company of its milk

in accordance with its use at the classified prices specified in the Order, and (b) its direct payments producers.

If the Company is successful in withholding these amounts and the withholding is ultimately sustained by the courts, Whiting Milk Company agrees to make further payment to its producers on account of the milk delivered by them so as to adjust the price for December milk to the following:

<i>Zone</i>		
12	N. Walpole	\$2.3587 cwt.
22	Skowhegan	2.2961 "
23	Newport	2.2961 "
24	Harmony	2.2850 "
18	Randolph	2.3216 "
22	Waterbury	2.2961 "
25	Colebrook	2.2850 "

Whiting Milk Company reserves the right to discontinue any litigation against the Order at any time, and in the event of such discontinuance, no price adjustment as above can or will be made.

Any litigation against the Order may extend over a considerable period of time and no price adjustment can be made until the litigation is definitely and successfully terminated.

WHITING MILK COMPANY

## EXHIBIT 27.

## WHITING MILK COMPANY

## 3.7% MILK

Delivery Period	Announced 22d Zone Blended Price to Non-Members*	22d Zone Prices Posted in Whiting Plant Notices	Difference Between Col. 1 and Col. 2
August 1-15	\$2.067	\$2.296	\$229
August 16-31	2.095	2.296	.201
September 1-15	1.876	2.2783	.4023
September 16-30	1.859	2.2783	.4193
October 1-15	1.846	2.288	.442
October 16-31	2.007	2.288	.281
November 1-15	2.206	2.3072	.1012
November 16-30	2.260	2.3072	.0472
December 1-15	2.241	2.2961	.0551
December 16-31	2.104	2.2961	.1921

\* After deducting two cents paid Administrator under the provisions of Sec. 1 of Article IX of the order.

Exhibit No. 28 is omitted by stipulation of the parties. It will be certified to the Appellate Court as an original exhibit.

## CLERK'S CERTIFICATE.

UNITED STATES OF AMERICA,

DISTRICT OF MASSACHUSETTS, ss.

I, James S. Allen, Clerk of the District Court of the United States for the District of Massachusetts, do hereby certify that the three volumes, entitled as follows:

Volume I., Pleadings;  
Volume II., Report of Special Master  
(Findings of Facts)  
Volume III., Report of Special Master  
(Exhibits Appended)

constitute the transcript of the record on the appeals of the defendants, including true copies of such proofs, entries and papers on file as have been designated by the stipulation of parties as to the contents of the record on appeal, in the cause entitled

No. 4519, EQUITY DOCKET,

UNITED STATES OF AMERICA AND HENRY A. WALLACE,  
SECRETARY OF AGRICULTURE, PLAINTIFFS,v.  
H. P. HOOD & SONS, INC., ET AL., DEFENDANTS,

in said District Court determined.

In testimony whereof, I hereunto set my hand and affix the seal of said District Court, at Boston, in said District, this twenty-first day of March, A. D. 1939.

[SEAL]

JAMES S. ALLEN, Clerk.

**CLERK'S CERTIFICATE.**

I, Arthur I. Charron, Clerk of the United States Circuit Court of Appeals for the First Circuit, certify that the three volumes, entitled as follows:

Volume I., Pleadings;

Volume II., Report of Special Master (Findings of Fact);

Volume III., Report of Special Master (Exhibits Appended)

this certificate being attached to each of said three volumes, contain and are a true copy of the record and all proceedings to, and including, March 22, 1939, in the cause in said court numbered and entitled, No. 3445.

H. P. HOOD & SONS, INC., ET AL., DEFENDANTS, APPELLANTS,

v.

UNITED STATES OF AMERICA ET AL., PLAINTIFFS, APPELLEE.

In testimony whereof, I hereunto set my hand and affix the seal of said United States Circuit Court of Appeals for the First Circuit, at Boston, in said First Circuit, this twenty-second day of March, A. D. 1939.

[SEAL]

ARTHUR I. CHARRON, Clerk.